



## 100TH GENERAL ASSEMBLY

### State of Illinois

2017 and 2018

SB3000

Introduced 2/15/2018, by Sen. Kimberly A. Lightford

#### SYNOPSIS AS INTRODUCED:

See Index

Amends the School Code and the Illinois Educational Labor Relations Act. Provides that, on and after September 1, 2019, all teacher evaluation ratings on record as "excellent", "proficient", or "needs improvement" are considered "effective", and all teacher evaluation ratings on record as "unsatisfactory" are considered "ineffective" for the purposes of the Employment of Teachers Article. Makes other changes concerning the waiver or modification of mandates; school report cards; license suspension or revocation; contractual continued service; removal or dismissal of teachers; an optional alternative evaluative dismissal process; evaluation plans; a local appeal process for ineffective ratings; rules; the appointment and promotion of teachers in Chicago; alternative procedures for teacher evaluation, remediation, and removal in Chicago; and the Open Meetings Act.

LRB100 18694 AXK 33926 b

FISCAL NOTE ACT  
MAY APPLY

STATE MANDATES  
ACT MAY REQUIRE  
REIMBURSEMENT

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The School Code is amended by changing Sections  
5 2-3.25g, 10-17a, 21B-75, 24-11, 24-12, 24-16.5, 24A-4, 24A-5,  
6 24A-7, 34-84, and 34-85c and by adding Sections 24-9.5 and  
7 24A-5.5 as follows:

8 (105 ILCS 5/2-3.25g) (from Ch. 122, par. 2-3.25g)

9 Sec. 2-3.25g. Waiver or modification of mandates within the  
10 School Code and administrative rules and regulations.

11 (a) In this Section:

12 "Board" means a school board or the governing board or  
13 administrative district, as the case may be, for a joint  
14 agreement.

15 "Eligible applicant" means a school district, joint  
16 agreement made up of school districts, or regional  
17 superintendent of schools on behalf of schools and programs  
18 operated by the regional office of education.

19 "Implementation date" has the meaning set forth in  
20 Section 24A-2.5 of this Code.

21 "State Board" means the State Board of Education.

22 (b) Notwithstanding any other provisions of this School  
23 Code or any other law of this State to the contrary, eligible

1 applicants may petition the State Board of Education for the  
2 waiver or modification of the mandates of this School Code or  
3 of the administrative rules and regulations promulgated by the  
4 State Board of Education. Waivers or modifications of  
5 administrative rules and regulations and modifications of  
6 mandates of this School Code may be requested when an eligible  
7 applicant demonstrates that it can address the intent of the  
8 rule or mandate in a more effective, efficient, or economical  
9 manner or when necessary to stimulate innovation or improve  
10 student performance. Waivers of mandates of the School Code may  
11 be requested when the waivers are necessary to stimulate  
12 innovation or improve student performance or when the applicant  
13 demonstrates that it can address the intent of the mandate of  
14 the School Code in a more effective, efficient, or economical  
15 manner. Waivers may not be requested from laws, rules, and  
16 regulations pertaining to special education, teacher educator  
17 licensure, teacher tenure and seniority, or Section 5-2.1 of  
18 this Code or from compliance with the Every Student Succeeds  
19 Act (Public Law 114-95). Eligible applicants may not seek a  
20 waiver or seek a modification of a mandate regarding the  
21 requirements for (i) student performance data to be a  
22 significant factor in teacher or principal evaluations or (ii)  
23 teachers and principals to be rated using the 4 categories of  
24 "excellent", "proficient", "needs improvement", or  
25 "unsatisfactory" or, on and after September 1, 2019, teachers  
26 to be rated using the 2 categories of "effective" and

1 "ineffective". On September 1, 2014, any previously authorized  
2 waiver or modification from such requirements shall terminate.

3 (c) Eligible applicants, as a matter of inherent managerial  
4 policy, and any Independent Authority established under  
5 Section 2-3.25f-5 of this Code may submit an application for a  
6 waiver or modification authorized under this Section. Each  
7 application must include a written request by the eligible  
8 applicant or Independent Authority and must demonstrate that  
9 the intent of the mandate can be addressed in a more effective,  
10 efficient, or economical manner or be based upon a specific  
11 plan for improved student performance and school improvement.  
12 Any eligible applicant requesting a waiver or modification for  
13 the reason that intent of the mandate can be addressed in a  
14 more economical manner shall include in the application a  
15 fiscal analysis showing current expenditures on the mandate and  
16 projected savings resulting from the waiver or modification.  
17 Applications and plans developed by eligible applicants must be  
18 approved by the board or regional superintendent of schools  
19 applying on behalf of schools or programs operated by the  
20 regional office of education following a public hearing on the  
21 application and plan and the opportunity for the board or  
22 regional superintendent to hear testimony from staff directly  
23 involved in its implementation, parents, and students. The time  
24 period for such testimony shall be separate from the time  
25 period established by the eligible applicant for public comment  
26 on other matters.

1 (c-5) If the applicant is a school district, then the  
2 district shall post information that sets forth the time, date,  
3 place, and general subject matter of the public hearing on its  
4 Internet website at least 14 days prior to the hearing. If the  
5 district is requesting to increase the fee charged for driver  
6 education authorized pursuant to Section 27-24.2 of this Code,  
7 the website information shall include the proposed amount of  
8 the fee the district will request. All school districts must  
9 publish a notice of the public hearing at least 7 days prior to  
10 the hearing in a newspaper of general circulation within the  
11 school district that sets forth the time, date, place, and  
12 general subject matter of the hearing. Districts requesting to  
13 increase the fee charged for driver education shall include in  
14 the published notice the proposed amount of the fee the  
15 district will request. If the applicant is a joint agreement or  
16 regional superintendent, then the joint agreement or regional  
17 superintendent shall post information that sets forth the time,  
18 date, place, and general subject matter of the public hearing  
19 on its Internet website at least 14 days prior to the hearing.  
20 If the joint agreement or regional superintendent is requesting  
21 to increase the fee charged for driver education authorized  
22 pursuant to Section 27-24.2 of this Code, the website  
23 information shall include the proposed amount of the fee the  
24 applicant will request. All joint agreements and regional  
25 superintendents must publish a notice of the public hearing at  
26 least 7 days prior to the hearing in a newspaper of general

1 circulation in each school district that is a member of the  
2 joint agreement or that is served by the educational service  
3 region that sets forth the time, date, place, and general  
4 subject matter of the hearing, provided that a notice appearing  
5 in a newspaper generally circulated in more than one school  
6 district shall be deemed to fulfill this requirement with  
7 respect to all of the affected districts. Joint agreements or  
8 regional superintendents requesting to increase the fee  
9 charged for driver education shall include in the published  
10 notice the proposed amount of the fee the applicant will  
11 request. The eligible applicant must notify in writing the  
12 affected exclusive collective bargaining agent and those State  
13 legislators representing the eligible applicant's territory of  
14 its intent to seek approval of a waiver or modification and of  
15 the hearing to be held to take testimony from staff. The  
16 affected exclusive collective bargaining agents shall be  
17 notified of such public hearing at least 7 days prior to the  
18 date of the hearing and shall be allowed to attend such public  
19 hearing. The eligible applicant shall attest to compliance with  
20 all of the notification and procedural requirements set forth  
21 in this Section.

22 (d) A request for a waiver or modification of  
23 administrative rules and regulations or for a modification of  
24 mandates contained in this School Code shall be submitted to  
25 the State Board of Education within 15 days after approval by  
26 the board or regional superintendent of schools. The

1 application as submitted to the State Board of Education shall  
2 include a description of the public hearing. Following receipt  
3 of the waiver or modification request, the State Board shall  
4 have 45 days to review the application and request. If the  
5 State Board fails to disapprove the application within that 45  
6 day period, the waiver or modification shall be deemed granted.  
7 The State Board may disapprove any request if it is not based  
8 upon sound educational practices, endangers the health or  
9 safety of students or staff, compromises equal opportunities  
10 for learning, or fails to demonstrate that the intent of the  
11 rule or mandate can be addressed in a more effective,  
12 efficient, or economical manner or have improved student  
13 performance as a primary goal. Any request disapproved by the  
14 State Board may be appealed to the General Assembly by the  
15 eligible applicant as outlined in this Section.

16 A request for a waiver from mandates contained in this  
17 School Code shall be submitted to the State Board within 15  
18 days after approval by the board or regional superintendent of  
19 schools. The application as submitted to the State Board of  
20 Education shall include a description of the public hearing.  
21 The description shall include, but need not be limited to, the  
22 means of notice, the number of people in attendance, the number  
23 of people who spoke as proponents or opponents of the waiver, a  
24 brief description of their comments, and whether there were any  
25 written statements submitted. The State Board shall review the  
26 applications and requests for completeness and shall compile

1 the requests in reports to be filed with the General Assembly.  
2 The State Board shall file reports outlining the waivers  
3 requested by eligible applicants and appeals by eligible  
4 applicants of requests disapproved by the State Board with the  
5 Senate and the House of Representatives before each March 1 and  
6 October 1.

7 The report shall be reviewed by a panel of 4 members  
8 consisting of:

9 (1) the Speaker of the House of Representatives;

10 (2) the Minority Leader of the House of  
11 Representatives;

12 (3) the President of the Senate; and

13 (4) the Minority Leader of the Senate.

14 The State Board of Education may provide the panel  
15 recommendations on waiver requests. The members of the panel  
16 shall review the report submitted by the State Board of  
17 Education and submit to the State Board of Education any notice  
18 of further consideration to any waiver request within 14 days  
19 after the member receives the report. If 3 or more of the panel  
20 members submit a notice of further consideration to any waiver  
21 request contained within the report, the State Board of  
22 Education shall submit the waiver request to the General  
23 Assembly for consideration. If less than 3 panel members submit  
24 a notice of further consideration to a waiver request, the  
25 waiver may be approved, denied, or modified by the State Board.  
26 If the State Board does not act on a waiver request within 10



1 days, then the waiver request is approved. If the waiver  
2 request is denied by the State Board, it shall submit the  
3 waiver request to the General Assembly for consideration.

4 The General Assembly may disapprove any waiver request  
5 submitted to the General Assembly pursuant to this subsection  
6 (d) in whole or in part within 60 calendar days after each  
7 house of the General Assembly next convenes after the waiver  
8 request is submitted by adoption of a resolution by a record  
9 vote of the majority of members elected in each house. If the  
10 General Assembly fails to disapprove any waiver request or  
11 appealed request within such 60 day period, the waiver or  
12 modification shall be deemed granted. Any resolution adopted by  
13 the General Assembly disapproving a report of the State Board  
14 in whole or in part shall be binding on the State Board.

15 (e) An approved waiver or modification may remain in effect  
16 for a period not to exceed 5 school years and may be renewed  
17 upon application by the eligible applicant. However, such  
18 waiver or modification may be changed within that 5-year period  
19 by a board or regional superintendent of schools applying on  
20 behalf of schools or programs operated by the regional office  
21 of education following the procedure as set forth in this  
22 Section for the initial waiver or modification request. If  
23 neither the State Board of Education nor the General Assembly  
24 disapproves, the change is deemed granted.

25 (f) (Blank).

26 (Source: P.A. 99-78, eff. 7-20-15; 100-465, eff. 8-31-17.)

1 (105 ILCS 5/10-17a) (from Ch. 122, par. 10-17a)

2 (Text of Section before amendment by P.A. 100-448)

3 Sec. 10-17a. State, school district, and school report  
4 cards.

5 (1) By October 31, 2013 and October 31 of each subsequent  
6 school year, the State Board of Education, through the State  
7 Superintendent of Education, shall prepare a State report card,  
8 school district report cards, and school report cards, and  
9 shall by the most economic means provide to each school  
10 district in this State, including special charter districts and  
11 districts subject to the provisions of Article 34, the report  
12 cards for the school district and each of its schools.

13 (2) In addition to any information required by federal law,  
14 the State Superintendent shall determine the indicators and  
15 presentation of the school report card, which must include, at  
16 a minimum, the most current data collected and maintained by  
17 the State Board of Education related to the following:

18 (A) school characteristics and student demographics,  
19 including average class size, average teaching experience,  
20 student racial/ethnic breakdown, and the percentage of  
21 students classified as low-income; the percentage of  
22 students classified as English learners; the percentage of  
23 students who have individualized education plans or 504  
24 plans that provide for special education services; the  
25 number and percentage of all students who have been

1 assessed for placement in a gifted education or advanced  
2 academic program and, of those students: (i) the racial and  
3 ethnic breakdown, (ii) the percentage who are classified as  
4 low-income, and (iii) the number and percentage of students  
5 who received direct instruction from a teacher who holds a  
6 gifted education endorsement and, of those students, the  
7 percentage who are classified as low-income; the  
8 percentage of students scoring at the "exceeds  
9 expectations" level on the assessments required under  
10 Section 2-3.64a-5 of this Code; the percentage of students  
11 who annually transferred in or out of the school district;  
12 the per-pupil operating expenditure of the school  
13 district; and the per-pupil State average operating  
14 expenditure for the district type (elementary, high  
15 school, or unit);

16 (B) curriculum information, including, where  
17 applicable, Advanced Placement, International  
18 Baccalaureate or equivalent courses, dual enrollment  
19 courses, foreign language classes, school personnel  
20 resources (including Career Technical Education teachers),  
21 before and after school programs, extracurricular  
22 activities, subjects in which elective classes are  
23 offered, health and wellness initiatives (including the  
24 average number of days of Physical Education per week per  
25 student), approved programs of study, awards received,  
26 community partnerships, and special programs such as

1 programming for the gifted and talented, students with  
2 disabilities, and work-study students;

3 (C) student outcomes, including, where applicable, the  
4 percentage of students deemed proficient on assessments of  
5 State standards, the percentage of students in the eighth  
6 grade who pass Algebra, the percentage of students enrolled  
7 in post-secondary institutions (including colleges,  
8 universities, community colleges, trade/vocational  
9 schools, and training programs leading to career  
10 certification within 2 semesters of high school  
11 graduation), the percentage of students graduating from  
12 high school who are college and career ready, and the  
13 percentage of graduates enrolled in community colleges,  
14 colleges, and universities who are in one or more courses  
15 that the community college, college, or university  
16 identifies as a developmental course;

17 (D) student progress, including, where applicable, the  
18 percentage of students in the ninth grade who have earned 5  
19 credits or more without failing more than one core class, a  
20 measure of students entering kindergarten ready to learn, a  
21 measure of growth, and the percentage of students who enter  
22 high school on track for college and career readiness;

23 (E) the school environment, including, where  
24 applicable, the percentage of students with less than 10  
25 absences in a school year, the percentage of teachers with  
26 less than 10 absences in a school year for reasons other

1 than professional development, leaves taken pursuant to  
2 the federal Family Medical Leave Act of 1993, long-term  
3 disability, or parental leaves, the 3-year average of the  
4 percentage of teachers returning to the school from the  
5 previous year, the number of different principals at the  
6 school in the last 6 years, the number of teachers who hold  
7 a gifted education endorsement, the process and criteria  
8 used by the district to determine whether a student is  
9 eligible for participation in a gifted education program or  
10 advanced academic program and the manner in which parents  
11 and guardians are made aware of the process and criteria, 2  
12 or more indicators from any school climate survey selected  
13 or approved by the State and administered pursuant to  
14 Section 2-3.153 of this Code, with the same or similar  
15 indicators included on school report cards for all surveys  
16 selected or approved by the State pursuant to Section  
17 2-3.153 of this Code, and the combined percentage of  
18 teachers rated as proficient or excellent or, on or after  
19 September 1, 2019, "effective" in their most recent  
20 evaluation;

21 (F) a school district's and its individual schools'  
22 balanced accountability measure, in accordance with  
23 Section 2-3.25a of this Code;

24 (G) the total and per pupil normal cost amount the  
25 State contributed to the Teachers' Retirement System of the  
26 State of Illinois in the prior fiscal year for the school's

1 employees, which shall be reported to the State Board of  
2 Education by the Teachers' Retirement System of the State  
3 of Illinois; ~~and~~

4 (H) for a school district organized under Article 34 of  
5 this Code only, State contributions to the Public School  
6 Teachers' Pension and Retirement Fund of Chicago and State  
7 contributions for health care for employees of that school  
8 district;~~;~~

9 (I) ~~(G)~~ a school district's Final Percent of Adequacy,  
10 as defined in paragraph (4) of subsection (f) of Section  
11 18-8.15 of this Code;

12 (J) ~~(H)~~ a school district's Local Capacity Target, as  
13 defined in paragraph (2) of subsection (c) of Section  
14 18-8.15 of this Code, displayed as a percentage amount; and

15 (K) ~~(I)~~ a school district's Real Receipts, as defined  
16 in paragraph (1) of subsection (d) of Section 18-8.15 of  
17 this Code, divided by a school district's Adequacy Target,  
18 as defined in paragraph (1) of subsection (b) of Section  
19 18-8.15 of this Code, displayed as a percentage amount.

20 The school report card shall also provide information that  
21 allows for comparing the current outcome, progress, and  
22 environment data to the State average, to the school data from  
23 the past 5 years, and to the outcomes, progress, and  
24 environment of similar schools based on the type of school and  
25 enrollment of low-income students, special education students,  
26 and English learners.

1 As used in this subsection ~~paragraph~~ (2):

2 "Advanced academic program" means a course of study to  
3 which students are assigned based on advanced cognitive ability  
4 or advanced academic achievement compared to local age peers  
5 and in which the curriculum is substantially differentiated  
6 from the general curriculum to provide appropriate challenge  
7 and pace.

8 "Gifted education" means educational services, including  
9 differentiated curricula and instructional methods, designed  
10 to meet the needs of gifted children as defined in Article 14A  
11 of this Code.

12 (3) At the discretion of the State Superintendent, the  
13 school district report card shall include a subset of the  
14 information identified in paragraphs (A) through (E) of  
15 subsection (2) of this Section, as well as information relating  
16 to the operating expense per pupil and other finances of the  
17 school district, and the State report card shall include a  
18 subset of the information identified in paragraphs (A) through  
19 (E) of subsection (2) of this Section.

20 (4) Notwithstanding anything to the contrary in this  
21 Section, in consultation with key education stakeholders, the  
22 State Superintendent shall at any time have the discretion to  
23 amend or update any and all metrics on the school, district, or  
24 State report card.

25 (5) Annually, no more than 30 calendar days after receipt  
26 of the school district and school report cards from the State

1 Superintendent of Education, each school district, including  
2 special charter districts and districts subject to the  
3 provisions of Article 34, shall present such report cards at a  
4 regular school board meeting subject to applicable notice  
5 requirements, post the report cards on the school district's  
6 Internet web site, if the district maintains an Internet web  
7 site, make the report cards available to a newspaper of general  
8 circulation serving the district, and, upon request, send the  
9 report cards home to a parent (unless the district does not  
10 maintain an Internet web site, in which case the report card  
11 shall be sent home to parents without request). If the district  
12 posts the report card on its Internet web site, the district  
13 shall send a written notice home to parents stating (i) that  
14 the report card is available on the web site, (ii) the address  
15 of the web site, (iii) that a printed copy of the report card  
16 will be sent to parents upon request, and (iv) the telephone  
17 number that parents may call to request a printed copy of the  
18 report card.

19 (6) Nothing contained in Public Act 98-648 ~~this amendatory~~  
20 ~~Act of the 98th General Assembly~~ repeals, supersedes,  
21 invalidates, or nullifies final decisions in lawsuits pending  
22 on July 1, 2014 (the effective date of Public Act 98-648) ~~this~~  
23 ~~amendatory Act of the 98th General Assembly~~ in Illinois courts  
24 involving the interpretation of Public Act 97-8.

25 (Source: P.A. 99-30, eff. 7-10-15; 99-193, eff. 7-30-15;  
26 99-642, eff. 7-28-16; 100-227, eff. 8-18-17; 100-364, eff.



1 1-1-18; 100-465, eff. 8-31-17; revised 9-25-17.)

2 (Text of Section after amendment by P.A. 100-448)

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9 shall by the most economic means provide to each school  
10 district in this State, including special charter districts and  
11 districts subject to the provisions of Article 34, the report  
12 cards for the school district and each of its schools.

13 (2) In addition to any information required by federal law,  
14 the State Superintendent shall determine the indicators and  
15 presentation of the school report card, which must include, at  
16 a minimum, the most current data collected and maintained by  
17 the State Board of Education related to the following:

18 (A) school characteristics and student demographics,  
19 including average class size, average teaching experience,  
20 student racial/ethnic breakdown, and the percentage of  
21 students classified as low-income; the percentage of  
22 students classified as English learners; the percentage of  
23 students who have individualized education plans or 504  
24 plans that provide for special education services; the  
25 number and percentage of all students who have been

1 assessed for placement in a gifted education or advanced  
2 academic program and, of those students: (i) the racial and  
3 ethnic breakdown, (ii) the percentage who are classified as  
4 low-income, and (iii) the number and percentage of students  
5 who received direct instruction from a teacher who holds a  
6 gifted education endorsement and, of those students, the  
7 percentage who are classified as low-income; the  
8 percentage of students scoring at the "exceeds  
9 expectations" level on the assessments required under  
10 Section 2-3.64a-5 of this Code; the percentage of students  
11 who annually transferred in or out of the school district;  
12 average daily attendance; the per-pupil operating  
13 expenditure of the school district; and the per-pupil State  
14 average operating expenditure for the district type  
15 (elementary, high school, or unit);

16 (B) curriculum information, including, where  
17 applicable, Advanced Placement, International  
18 Baccalaureate or equivalent courses, dual enrollment  
19 courses, foreign language classes, school personnel  
20 resources (including Career Technical Education teachers),  
21 before and after school programs, extracurricular  
22 activities, subjects in which elective classes are  
23 offered, health and wellness initiatives (including the  
24 average number of days of Physical Education per week per  
25 student), approved programs of study, awards received,  
26 community partnerships, and special programs such as

1 programming for the gifted and talented, students with  
2 disabilities, and work-study students;

3 (C) student outcomes, including, where applicable, the  
4 percentage of students deemed proficient on assessments of  
5 State standards, the percentage of students in the eighth  
6 grade who pass Algebra, the percentage of students enrolled  
7 in post-secondary institutions (including colleges,  
8 universities, community colleges, trade/vocational  
9 schools, and training programs leading to career  
10 certification within 2 semesters of high school  
11 graduation), the percentage of students graduating from  
12 high school who are college and career ready, and the  
13 percentage of graduates enrolled in community colleges,  
14 colleges, and universities who are in one or more courses  
15 that the community college, college, or university  
16 identifies as a developmental course;

17 (D) student progress, including, where applicable, the  
18 percentage of students in the ninth grade who have earned 5  
19 credits or more without failing more than one core class, a  
20 measure of students entering kindergarten ready to learn, a  
21 measure of growth, and the percentage of students who enter  
22 high school on track for college and career readiness;

23 (E) the school environment, including, where  
24 applicable, the percentage of students with less than 10  
25 absences in a school year, the percentage of teachers with  
26 less than 10 absences in a school year for reasons other

1 than professional development, leaves taken pursuant to  
2 the federal Family Medical Leave Act of 1993, long-term  
3 disability, or parental leaves, the 3-year average of the  
4 percentage of teachers returning to the school from the  
5 previous year, the number of different principals at the  
6 school in the last 6 years, the number of teachers who hold  
7 a gifted education endorsement, the process and criteria  
8 used by the district to determine whether a student is  
9 eligible for participation in a gifted education program or  
10 advanced academic program and the manner in which parents  
11 and guardians are made aware of the process and criteria, 2  
12 or more indicators from any school climate survey selected  
13 or approved by the State and administered pursuant to  
14 Section 2-3.153 of this Code, with the same or similar  
15 indicators included on school report cards for all surveys  
16 selected or approved by the State pursuant to Section  
17 2-3.153 of this Code, and the combined percentage of  
18 teachers rated as proficient or excellent or, on or after  
19 September 1, 2019, "effective" in their most recent  
20 evaluation;

21 (F) a school district's and its individual schools'  
22 balanced accountability measure, in accordance with  
23 Section 2-3.25a of this Code;

24 (G) the total and per pupil normal cost amount the  
25 State contributed to the Teachers' Retirement System of the  
26 State of Illinois in the prior fiscal year for the school's

1 employees, which shall be reported to the State Board of  
2 Education by the Teachers' Retirement System of the State  
3 of Illinois; ~~and~~

4 (H) for a school district organized under Article 34 of  
5 this Code only, State contributions to the Public School  
6 Teachers' Pension and Retirement Fund of Chicago and State  
7 contributions for health care for employees of that school  
8 district;~~;~~

9 (I) ~~(G)~~ a school district's Final Percent of Adequacy,  
10 as defined in paragraph (4) of subsection (f) of Section  
11 18-8.15 of this Code;

12 (J) ~~(H)~~ a school district's Local Capacity Target, as  
13 defined in paragraph (2) of subsection (c) of Section  
14 18-8.15 of this Code, displayed as a percentage amount; and

15 (K) ~~(I)~~ a school district's Real Receipts, as defined  
16 in paragraph (1) of subsection (d) of Section 18-8.15 of  
17 this Code, divided by a school district's Adequacy Target,  
18 as defined in paragraph (1) of subsection (b) of Section  
19 18-8.15 of this Code, displayed as a percentage amount.

20 The school report card shall also provide information that  
21 allows for comparing the current outcome, progress, and  
22 environment data to the State average, to the school data from  
23 the past 5 years, and to the outcomes, progress, and  
24 environment of similar schools based on the type of school and  
25 enrollment of low-income students, special education students,  
26 and English learners.

1 As used in this subsection ~~paragraph~~ (2):

2 "Advanced academic program" means a course of study to  
3 which students are assigned based on advanced cognitive ability  
4 or advanced academic achievement compared to local age peers  
5 and in which the curriculum is substantially differentiated  
6 from the general curriculum to provide appropriate challenge  
7 and pace.

8 "Gifted education" means educational services, including  
9 differentiated curricula and instructional methods, designed  
10 to meet the needs of gifted children as defined in Article 14A  
11 of this Code.

12 For the purposes of paragraph (A) of this subsection (2),  
13 "average daily attendance" means the average of the actual  
14 number of attendance days during the previous school year for  
15 any enrolled student who is subject to compulsory attendance by  
16 Section 26-1 of this Code at each school and charter school.

17 (3) At the discretion of the State Superintendent, the  
18 school district report card shall include a subset of the  
19 information identified in paragraphs (A) through (E) of  
20 subsection (2) of this Section, as well as information relating  
21 to the operating expense per pupil and other finances of the  
22 school district, and the State report card shall include a  
23 subset of the information identified in paragraphs (A) through  
24 (E) of subsection (2) of this Section. The school district  
25 report card shall include the average daily attendance, as that  
26 term is defined in subsection (2) of this Section, of students

1 who have individualized education programs and students who  
2 have 504 plans that provide for special education services  
3 within the school district.

4 (4) Notwithstanding anything to the contrary in this  
5 Section, in consultation with key education stakeholders, the  
6 State Superintendent shall at any time have the discretion to  
7 amend or update any and all metrics on the school, district, or  
8 State report card.

9 (5) Annually, no more than 30 calendar days after receipt  
10 of the school district and school report cards from the State  
11 Superintendent of Education, each school district, including  
12 special charter districts and districts subject to the  
13 provisions of Article 34, shall present such report cards at a  
14 regular school board meeting subject to applicable notice  
15 requirements, post the report cards on the school district's  
16 Internet web site, if the district maintains an Internet web  
17 site, make the report cards available to a newspaper of general  
18 circulation serving the district, and, upon request, send the  
19 report cards home to a parent (unless the district does not  
20 maintain an Internet web site, in which case the report card  
21 shall be sent home to parents without request). If the district  
22 posts the report card on its Internet web site, the district  
23 shall send a written notice home to parents stating (i) that  
24 the report card is available on the web site, (ii) the address  
25 of the web site, (iii) that a printed copy of the report card  
26 will be sent to parents upon request, and (iv) the telephone

1 number that parents may call to request a printed copy of the  
2 report card.

3 (6) Nothing contained in Public Act 98-648 ~~this amendatory~~  
4 ~~Act of the 98th General Assembly~~ repeals, supersedes,  
5 invalidates, or nullifies final decisions in lawsuits pending  
6 on July 1, 2014 (the effective date of Public Act 98-648) ~~this~~  
7 ~~amendatory Act of the 98th General Assembly~~ in Illinois courts  
8 involving the interpretation of Public Act 97-8.

9 (Source: P.A. 99-30, eff. 7-10-15; 99-193, eff. 7-30-15;  
10 99-642, eff. 7-28-16; 100-227, eff. 8-18-17; 100-364, eff.  
11 1-1-18; 100-448, eff. 7-1-19; 100-465, eff. 8-31-17; revised  
12 9-25-17.)

13 (105 ILCS 5/21B-75)

14 Sec. 21B-75. Suspension or revocation of license.

15 (a) As used in this Section, "teacher" means any school  
16 district employee regularly required to be licensed, as  
17 provided in this Article, in order to teach or supervise in the  
18 public schools.

19 (b) The State Superintendent of Education has the exclusive  
20 authority, in accordance with this Section and any rules  
21 adopted by the State Board of Education, in consultation with  
22 the State Educator Preparation and Licensure Board, to initiate  
23 the suspension of up to 5 calendar years or revocation of any  
24 license issued pursuant to this Article for abuse or neglect of  
25 a child, immorality, a condition of health detrimental to the



1 welfare of pupils, incompetency, unprofessional conduct (which  
2 includes the failure to disclose on an employment application  
3 any previous conviction for a sex offense, as defined in  
4 Section 21B-80 of this Code, or any other offense committed in  
5 any other state or against the laws of the United States that,  
6 if committed in this State, would be punishable as a sex  
7 offense, as defined in Section 21B-80 of this Code), the  
8 neglect of any professional duty, willful failure to report an  
9 instance of suspected child abuse or neglect as required by the  
10 Abused and Neglected Child Reporting Act, failure to establish  
11 satisfactory repayment on an educational loan guaranteed by the  
12 Illinois Student Assistance Commission, or other just cause.  
13 Unprofessional conduct shall include the refusal to attend or  
14 participate in institutes, teachers' meetings, or professional  
15 readings or to meet other reasonable requirements of the  
16 regional superintendent of schools or State Superintendent of  
17 Education. Unprofessional conduct also includes conduct that  
18 violates the standards, ethics, or rules applicable to the  
19 security, administration, monitoring, or scoring of or the  
20 reporting of scores from any assessment test or examination  
21 administered under Section 2-3.64a-5 of this Code or that is  
22 known or intended to produce or report manipulated or  
23 artificial, rather than actual, assessment or achievement  
24 results or gains from the administration of those tests or  
25 examinations. Unprofessional conduct shall also include  
26 neglect or unnecessary delay in the making of statistical and

1 other reports required by school officers. Incompetency shall  
2 include, without limitation, 2 or more school terms of service  
3 for which the license holder has received an unsatisfactory or,  
4 on and after September 1, 2019, ineffective rating on a  
5 performance evaluation conducted pursuant to Article 24A of  
6 this Code within a period of 7 school terms of service. In  
7 determining whether to initiate action against one or more  
8 licenses based on incompetency and the recommended sanction for  
9 such action, the State Superintendent shall consider factors  
10 that include without limitation all of the following:

11 (1) Whether the unsatisfactory or ineffective  
12 evaluation ratings occurred prior to June 13, 2011 (the  
13 effective date of Public Act 97-8).

14 (2) Whether the unsatisfactory or ineffective  
15 evaluation ratings occurred prior to or after the  
16 implementation date, as defined in Section 24A-2.5 of this  
17 Code, of an evaluation system for teachers in a school  
18 district.

19 (3) Whether the evaluator or evaluators who performed  
20 an unsatisfactory or ineffective evaluation met the  
21 pre-licensure and training requirements set forth in  
22 Section 24A-3 of this Code.

23 (4) The time between the unsatisfactory or ineffective  
24 evaluation ratings.

25 (5) The quality of the remediation plans associated  
26 with the unsatisfactory or ineffective evaluation ratings

1 and whether the license holder successfully completed the  
2 remediation plans.

3 (6) Whether the unsatisfactory or ineffective  
4 evaluation ratings were related to the same or different  
5 assignments performed by the license holder.

6 (7) Whether one or more of the unsatisfactory or  
7 ineffective evaluation ratings occurred in the first year  
8 of a teaching or administrative assignment.

9 When initiating an action against one or more licenses, the  
10 State Superintendent may seek required professional  
11 development as a sanction in lieu of or in addition to  
12 suspension or revocation. Any such required professional  
13 development must be at the expense of the license holder, who  
14 may use, if available and applicable to the requirements  
15 established by administrative or court order, training,  
16 coursework, or other professional development funds in  
17 accordance with the terms of an applicable collective  
18 bargaining agreement entered into after June 13, 2011 (the  
19 effective date of Public Act 97-8), unless that agreement  
20 specifically precludes use of funds for such purpose.

21 (c) The State Superintendent of Education shall, upon  
22 receipt of evidence of abuse or neglect of a child, immorality,  
23 a condition of health detrimental to the welfare of pupils,  
24 incompetency (subject to subsection (b) of this Section),  
25 unprofessional conduct, the neglect of any professional duty,  
26 or other just cause, further investigate and, if and as

1 appropriate, serve written notice to the individual and afford  
2 the individual opportunity for a hearing prior to suspension,  
3 revocation, or other sanction; provided that the State  
4 Superintendent is under no obligation to initiate such an  
5 investigation if the Department of Children and Family Services  
6 is investigating the same or substantially similar allegations  
7 and its child protective service unit has not made its  
8 determination, as required under Section 7.12 of the Abused and  
9 Neglected Child Reporting Act. If the State Superintendent of  
10 Education does not receive from an individual a request for a  
11 hearing within 10 days after the individual receives notice,  
12 the suspension, revocation, or other sanction shall  
13 immediately take effect in accordance with the notice. If a  
14 hearing is requested within 10 days after notice of an  
15 opportunity for hearing, it shall act as a stay of proceedings  
16 until the State Educator Preparation and Licensure Board issues  
17 a decision. Any hearing shall take place in the educational  
18 service region where the educator is or was last employed and  
19 in accordance with rules adopted by the State Board of  
20 Education, in consultation with the State Educator Preparation  
21 and Licensure Board, and such rules shall include without  
22 limitation provisions for discovery and the sharing of  
23 information between parties prior to the hearing. The standard  
24 of proof for any administrative hearing held pursuant to this  
25 Section shall be by the preponderance of the evidence. The  
26 decision of the State Educator Preparation and Licensure Board

1 is a final administrative decision and is subject to judicial  
2 review by appeal of either party.

3 The State Board of Education may refuse to issue or may  
4 suspend the license of any person who fails to file a return or  
5 to pay the tax, penalty, or interest shown in a filed return or  
6 to pay any final assessment of tax, penalty, or interest, as  
7 required by any tax Act administered by the Department of  
8 Revenue, until such time as the requirements of any such tax  
9 Act are satisfied.

10 The exclusive authority of the State Superintendent of  
11 Education to initiate suspension or revocation of a license  
12 pursuant to this Section does not preclude a regional  
13 superintendent of schools from cooperating with the State  
14 Superintendent or a State's Attorney with respect to an  
15 investigation of alleged misconduct.

16 (d) The State Superintendent of Education or his or her  
17 designee may initiate and conduct such investigations as may be  
18 reasonably necessary to establish the existence of any alleged  
19 misconduct. At any stage of the investigation, the State  
20 Superintendent may issue a subpoena requiring the attendance  
21 and testimony of a witness, including the license holder, and  
22 the production of any evidence, including files, records,  
23 correspondence, or documents, relating to any matter in  
24 question in the investigation. The subpoena shall require a  
25 witness to appear at the State Board of Education at a  
26 specified date and time and shall specify any evidence to be

1 produced. The license holder is not entitled to be present, but  
2 the State Superintendent shall provide the license holder with  
3 a copy of any recorded testimony prior to a hearing under this  
4 Section. Such recorded testimony must not be used as evidence  
5 at a hearing, unless the license holder has adequate notice of  
6 the testimony and the opportunity to cross-examine the witness.  
7 Failure of a license holder to comply with a duly issued,  
8 investigatory subpoena may be grounds for revocation,  
9 suspension, or denial of a license.

10 (e) All correspondence, documentation, and other  
11 information so received by the regional superintendent of  
12 schools, the State Superintendent of Education, the State Board  
13 of Education, or the State Educator Preparation and Licensure  
14 Board under this Section is confidential and must not be  
15 disclosed to third parties, except (i) as necessary for the  
16 State Superintendent of Education or his or her designee to  
17 investigate and prosecute pursuant to this Article, (ii)  
18 pursuant to a court order, (iii) for disclosure to the license  
19 holder or his or her representative, or (iv) as otherwise  
20 required in this Article and provided that any such information  
21 admitted into evidence in a hearing is exempt from this  
22 confidentiality and non-disclosure requirement.

23 (f) The State Superintendent of Education or a person  
24 designated by him or her shall have the power to administer  
25 oaths to witnesses at any hearing conducted before the State  
26 Educator Preparation and Licensure Board pursuant to this

1 Section. The State Superintendent of Education or a person  
2 designated by him or her is authorized to subpoena and bring  
3 before the State Educator Preparation and Licensure Board any  
4 person in this State and to take testimony either orally or by  
5 deposition or by exhibit, with the same fees and mileage and in  
6 the same manner as prescribed by law in judicial proceedings in  
7 civil cases in circuit courts of this State.

8 (g) Any circuit court, upon the application of the State  
9 Superintendent of Education or the license holder, may, by  
10 order duly entered, require the attendance of witnesses and the  
11 production of relevant books and papers as part of any  
12 investigation or at any hearing the State Educator Preparation  
13 and Licensure Board is authorized to conduct pursuant to this  
14 Section, and the court may compel obedience to its orders by  
15 proceedings for contempt.

16 (h) The State Board of Education shall receive an annual  
17 line item appropriation to cover fees associated with the  
18 investigation and prosecution of alleged educator misconduct  
19 and hearings related thereto.

20 (Source: P.A. 97-607, eff. 8-26-11; incorporates 97-8, eff.  
21 6-13-11; 97-813, eff. 7-13-12; 98-972, eff. 8-15-14.)

22 (105 ILCS 5/24-9.5 new)

23 Sec. 24-9.5. Teacher evaluation ratings on and after  
24 September 1, 2019. On and after September 1, 2019, pursuant to  
25 this Section, all teacher evaluation ratings on record as

1 "excellent", "proficient", or "needs improvement" are  
2 considered "effective" and all teacher evaluation ratings on  
3 record as "unsatisfactory" are considered "ineffective" for  
4 the purposes of this Article.

5 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

6 Sec. 24-11. Boards of Education - Boards of School  
7 Inspectors - Contractual continued service.

8 (a) As used in this and the succeeding Sections of this  
9 Article:

10 "Teacher" means any or all school district employees  
11 regularly required to be certified under laws relating to the  
12 certification of teachers.

13 "Board" means board of directors, board of education, or  
14 board of school inspectors, as the case may be.

15 "School term" means that portion of the school year, July 1  
16 to the following June 30, when school is in actual session.

17 "Program" means a program of a special education joint  
18 agreement.

19 "Program of a special education joint agreement" means  
20 instructional, consultative, supervisory, administrative,  
21 diagnostic, and related services that are managed by a special  
22 educational joint agreement designed to service 2 or more  
23 school districts that are members of the joint agreement.

24 "PERA implementation date" means the implementation date  
25 of an evaluation system for teachers as specified by Section



1 24A-2.5 of this Code for all schools within a school district  
2 or all programs of a special education joint agreement.

3 (b) This Section and Sections 24-12 through 24-16 of this  
4 Article apply only to school districts having less than 500,000  
5 inhabitants.

6 (c) Any teacher who is first employed as a full-time  
7 teacher in a school district or program prior to the PERA  
8 implementation date and who is employed in that district or  
9 program for a probationary period of 4 consecutive school terms  
10 shall enter upon contractual continued service in the district  
11 or in all of the programs that the teacher is legally qualified  
12 to hold, unless the teacher is given written notice of  
13 dismissal by certified mail, return receipt requested, by the  
14 employing board at least 45 days before the end of any school  
15 term within such period.

16 (d) For any teacher who is first employed as a full-time  
17 teacher in a school district or program on or after the PERA  
18 implementation date, the probationary period shall be one of  
19 the following periods, based upon the teacher's school terms of  
20 service and performance, before the teacher shall enter upon  
21 contractual continued service in the district or in all of the  
22 programs that the teacher is legally qualified to hold, unless  
23 the teacher is given written notice of dismissal by certified  
24 mail, return receipt requested, by the employing board at least  
25 45 days before the end of any school term within such period:

26 (1) 4 consecutive school terms of service in which the

1 teacher receives overall annual evaluation ratings of at  
2 least "Proficient" or, on or after September 1, 2019,  
3 "effective" in the last school term and at least  
4 "Proficient" or, on or after September 1, 2019, "effective"  
5 in either the second or third school term;

6 (2) (blank); or ~~3 consecutive school terms of service~~  
7 ~~in which the teacher receives 3 overall annual evaluations~~  
8 ~~of "Excellent"; or~~

9 (3) 2 consecutive school terms of service in which the  
10 teacher receives 2 overall annual evaluations of  
11 "Excellent" or, on or after September 1, 2019, "effective"  
12 service, but only if the teacher (i) previously attained  
13 contractual continued service in a different school  
14 district or program in this State, (ii) voluntarily  
15 departed or was honorably dismissed from that school  
16 district or program in the school term immediately prior to  
17 the teacher's first school term of service applicable to  
18 the attainment of contractual continued service under this  
19 subdivision (3), and (iii) received, in his or her 2 most  
20 recent overall annual or biennial evaluations from the  
21 prior school district or program, ratings of at least  
22 "Proficient" or, on or after September 1, 2019,  
23 "effective", with both such ratings occurring after the  
24 school district's or program's PERA implementation date.  
25 For a teacher to attain contractual continued service under  
26 this subdivision (3), the teacher shall provide official

1 copies of his or her 2 most recent overall annual or  
2 biennial evaluations from the prior school district or  
3 program to the new school district or program within 60  
4 days from the teacher's first day of service with the new  
5 school district or program. The prior school district or  
6 program must provide the teacher with official copies of  
7 his or her 2 most recent overall annual or biennial  
8 evaluations within 14 days after the teacher's request. If  
9 a teacher has requested such official copies prior to 45  
10 days after the teacher's first day of service with the new  
11 school district or program and the teacher's prior school  
12 district or program fails to provide the teacher with the  
13 official copies required under this subdivision (3), then  
14 the time period for the teacher to submit the official  
15 copies to his or her new school district or program must be  
16 extended until 14 days after receipt of such copies from  
17 the prior school district or program. If the prior school  
18 district or program fails to provide the teacher with the  
19 official copies required under this subdivision (3) within  
20 90 days from the teacher's first day of service with the  
21 new school district or program, then the new school  
22 district or program shall rely upon the teacher's own  
23 copies of his or her evaluations for purposes of this  
24 subdivision (3).

25 If the teacher does not receive overall annual evaluations  
26 of "Excellent" or, on or after September 1, 2019, "effective"

1 in the school terms necessary for eligibility to achieve  
2 accelerated contractual continued service in subdivisions (2)  
3 and (3) of this subsection (d), the teacher shall be eligible  
4 for contractual continued service pursuant to subdivision (1)  
5 of this subsection (d). If, at the conclusion of 4 consecutive  
6 school terms of service that count toward attainment of  
7 contractual continued service, the teacher's performance does  
8 not qualify the teacher for contractual continued service under  
9 subdivision (1) of this subsection (d), then the teacher shall  
10 not enter upon contractual continued service and shall be  
11 dismissed. If a performance evaluation is not conducted for any  
12 school term when such evaluation is required to be conducted  
13 under Section 24A-5 of this Code, then the teacher's  
14 performance evaluation rating for such school term for purposes  
15 of determining the attainment of contractual continued service  
16 shall be deemed "Proficient" or, on or after September 1, 2019,  
17 "effective".

18 (e) For the purposes of determining contractual continued  
19 service, a school term shall be counted only toward attainment  
20 of contractual continued service if the teacher actually  
21 teaches or is otherwise present and participating in the  
22 district's or program's educational program for 120 days or  
23 more, provided that the days of leave under the federal Family  
24 Medical Leave Act that the teacher is required to take until  
25 the end of the school term shall be considered days of teaching  
26 or participation in the district's or program's educational

1 program. A school term that is not counted toward attainment of  
2 contractual continued service shall not be considered a break  
3 in service for purposes of determining whether a teacher has  
4 been employed for 4 consecutive school terms, provided that the  
5 teacher actually teaches or is otherwise present and  
6 participating in the district's or program's educational  
7 program in the following school term.

8 (f) If the employing board determines to dismiss the  
9 teacher in the last year of the probationary period as provided  
10 in subsection (c) of this Section or subdivision (1) or (2) of  
11 subsection (d) of this Section, but not subdivision (3) of  
12 subsection (d) of this Section, the written notice of dismissal  
13 provided by the employing board must contain specific reasons  
14 for dismissal. Any full-time teacher who does not receive  
15 written notice from the employing board at least 45 days before  
16 the end of any school term as provided in this Section and  
17 whose performance does not require dismissal after the fourth  
18 probationary year pursuant to subsection (d) of this Section  
19 shall be re-employed for the following school term.

20 (g) Contractual continued service shall continue in effect  
21 the terms and provisions of the contract with the teacher  
22 during the last school term of the probationary period, subject  
23 to this Act and the lawful regulations of the employing board.  
24 This Section and succeeding Sections do not modify any existing  
25 power of the board except with respect to the procedure of the  
26 discharge of a teacher and reductions in salary as hereinafter

1 provided. Contractual continued service status shall not  
2 restrict the power of the board to transfer a teacher to a  
3 position which the teacher is qualified to fill or to make such  
4 salary adjustments as it deems desirable, but unless reductions  
5 in salary are uniform or based upon some reasonable  
6 classification, any teacher whose salary is reduced shall be  
7 entitled to a notice and a hearing as hereinafter provided in  
8 the case of certain dismissals or removals.

9 (h) If, by reason of any change in the boundaries of school  
10 districts or by reason of the creation of a new school  
11 district, the position held by any teacher having a contractual  
12 continued service status is transferred from one board to the  
13 control of a new or different board, then the contractual  
14 continued service status of the teacher is not thereby lost,  
15 and such new or different board is subject to this Code with  
16 respect to the teacher in the same manner as if the teacher  
17 were its employee and had been its employee during the time the  
18 teacher was actually employed by the board from whose control  
19 the position was transferred.

20 (i) The employment of any teacher in a program of a special  
21 education joint agreement established under Section 3-15.14,  
22 10-22.31 or 10-22.31a shall be governed by this and succeeding  
23 Sections of this Article. For purposes of attaining and  
24 maintaining contractual continued service and computing length  
25 of continuing service as referred to in this Section and  
26 Section 24-12, employment in a special educational joint

1 program shall be deemed a continuation of all previous  
2 certificated employment of such teacher for such joint  
3 agreement whether the employer of the teacher was the joint  
4 agreement, the regional superintendent, or one of the  
5 participating districts in the joint agreement.

6 (j) For any teacher employed after July 1, 1987 as a  
7 full-time teacher in a program of a special education joint  
8 agreement, whether the program is operated by the joint  
9 agreement or a member district on behalf of the joint  
10 agreement, in the event of a reduction in the number of  
11 programs or positions in the joint agreement in which the  
12 notice of dismissal is provided on or before the end of the  
13 2010-2011 school term, the teacher in contractual continued  
14 service is eligible for employment in the joint agreement  
15 programs for which the teacher is legally qualified in order of  
16 greater length of continuing service in the joint agreement,  
17 unless an alternative method of determining the sequence of  
18 dismissal is established in a collective bargaining agreement.

19 For any teacher employed after July 1, 1987 as a full-time  
20 teacher in a program of a special education joint agreement,  
21 whether the program is operated by the joint agreement or a  
22 member district on behalf of the joint agreement, in the event  
23 of a reduction in the number of programs or positions in the  
24 joint agreement in which the notice of dismissal is provided  
25 during the 2011-2012 school term or a subsequent school term,  
26 the teacher shall be included on the honorable dismissal lists

1 of all joint agreement programs for positions for which the  
2 teacher is qualified and is eligible for employment in such  
3 programs in accordance with subsections (b) and (c) of Section  
4 24-12 of this Code and the applicable honorable dismissal  
5 policies of the joint agreement.

6 (k) For any teacher employed after July 1, 1987 as a  
7 full-time teacher in a program of a special education joint  
8 agreement, whether the program is operated by the joint  
9 agreement or a member district on behalf of the joint  
10 agreement, in the event of the dissolution of a joint  
11 agreement, in which the notice to teachers of the dissolution  
12 is provided during the 2010-2011 school term, the teacher in  
13 contractual continued service who is legally qualified shall be  
14 assigned to any comparable position in a member district  
15 currently held by a teacher who has not entered upon  
16 contractual continued service or held by a teacher who has  
17 entered upon contractual continued service with a shorter  
18 length of contractual continued service. Any teacher employed  
19 after July 1, 1987 as a full-time teacher in a program of a  
20 special education joint agreement, whether the program is  
21 operated by the joint agreement or a member district on behalf  
22 of the joint agreement, in the event of the dissolution of a  
23 joint agreement in which the notice to teachers of the  
24 dissolution is provided during the 2011-2012 school term or a  
25 subsequent school term, the teacher who is qualified shall be  
26 included on the order of honorable dismissal lists of each



1 member district and shall be assigned to any comparable  
2 position in any such district in accordance with subsections  
3 (b) and (c) of Section 24-12 of this Code and the applicable  
4 honorable dismissal policies of each member district.

5 (l) The governing board of the joint agreement, or the  
6 administrative district, if so authorized by the articles of  
7 agreement of the joint agreement, rather than the board of  
8 education of a school district, may carry out employment and  
9 termination actions including dismissals under this Section  
10 and Section 24-12.

11 (m) The employment of any teacher in a special education  
12 program authorized by Section 14-1.01 through 14-14.01, or a  
13 joint educational program established under Section 10-22.31a,  
14 shall be under this and the succeeding Sections of this  
15 Article, and such employment shall be deemed a continuation of  
16 the previous employment of such teacher in any of the  
17 participating districts, regardless of the participation of  
18 other districts in the program.

19 (n) Any teacher employed as a full-time teacher in a  
20 special education program prior to September 23, 1987 in which  
21 2 or more school districts participate for a probationary  
22 period of 2 consecutive years shall enter upon contractual  
23 continued service in each of the participating districts,  
24 subject to this and the succeeding Sections of this Article,  
25 and, notwithstanding Section 24-1.5 of this Code, in the event  
26 of the termination of the program shall be eligible for any

1 vacant position in any of such districts for which such teacher  
2 is qualified.

3 (Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.)

4 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

5 Sec. 24-12. Removal or dismissal of teachers in contractual  
6 continued service.

7 (a) This subsection (a) applies only to honorable  
8 dismissals and recalls in which the notice of dismissal is  
9 provided on or before the end of the 2010-2011 school term. If  
10 a teacher in contractual continued service is removed or  
11 dismissed as a result of a decision of the board to decrease  
12 the number of teachers employed by the board or to discontinue  
13 some particular type of teaching service, written notice shall  
14 be mailed to the teacher and also given the teacher either by  
15 certified mail, return receipt requested or personal delivery  
16 with receipt at least 60 days before the end of the school  
17 term, together with a statement of honorable dismissal and the  
18 reason therefor, and in all such cases the board shall first  
19 remove or dismiss all teachers who have not entered upon  
20 contractual continued service before removing or dismissing  
21 any teacher who has entered upon contractual continued service  
22 and who is legally qualified to hold a position currently held  
23 by a teacher who has not entered upon contractual continued  
24 service.

25 As between teachers who have entered upon contractual

1 continued service, the teacher or teachers with the shorter  
2 length of continuing service with the district shall be  
3 dismissed first unless an alternative method of determining the  
4 sequence of dismissal is established in a collective bargaining  
5 agreement or contract between the board and a professional  
6 faculty members' organization and except that this provision  
7 shall not impair the operation of any affirmative action  
8 program in the district, regardless of whether it exists by  
9 operation of law or is conducted on a voluntary basis by the  
10 board. Any teacher dismissed as a result of such decrease or  
11 discontinuance shall be paid all earned compensation on or  
12 before the third business day following the last day of pupil  
13 attendance in the regular school term.

14 If the board has any vacancies for the following school  
15 term or within one calendar year from the beginning of the  
16 following school term, the positions thereby becoming  
17 available shall be tendered to the teachers so removed or  
18 dismissed so far as they are legally qualified to hold such  
19 positions; provided, however, that if the number of honorable  
20 dismissal notices based on economic necessity exceeds 15% of  
21 the number of full time equivalent positions filled by  
22 certified employees (excluding principals and administrative  
23 personnel) during the preceding school year, then if the board  
24 has any vacancies for the following school term or within 2  
25 calendar years from the beginning of the following school term,  
26 the positions so becoming available shall be tendered to the

1 teachers who were so notified and removed or dismissed whenever  
2 they are legally qualified to hold such positions. Each board  
3 shall, in consultation with any exclusive employee  
4 representatives, each year establish a list, categorized by  
5 positions, showing the length of continuing service of each  
6 teacher who is qualified to hold any such positions, unless an  
7 alternative method of determining a sequence of dismissal is  
8 established as provided for in this Section, in which case a  
9 list shall be made in accordance with the alternative method.  
10 Copies of the list shall be distributed to the exclusive  
11 employee representative on or before February 1 of each year.  
12 Whenever the number of honorable dismissal notices based upon  
13 economic necessity exceeds 5, or 150% of the average number of  
14 teachers honorably dismissed in the preceding 3 years,  
15 whichever is more, then the board also shall hold a public  
16 hearing on the question of the dismissals. Following the  
17 hearing and board review the action to approve any such  
18 reduction shall require a majority vote of the board members.

19 (b) This subsection (b) applies only to honorable  
20 dismissals and recalls in which the notice of dismissal is  
21 provided during the 2011-2012 school term or a subsequent  
22 school term. If any teacher, whether or not in contractual  
23 continued service, is removed or dismissed as a result of a  
24 decision of a school board to decrease the number of teachers  
25 employed by the board, a decision of a school board to  
26 discontinue some particular type of teaching service, or a

1 reduction in the number of programs or positions in a special  
2 education joint agreement, then written notice must be mailed  
3 to the teacher and also given to the teacher either by  
4 certified mail, return receipt requested, or personal delivery  
5 with receipt at least 45 days before the end of the school  
6 term, together with a statement of honorable dismissal and the  
7 reason therefor, and in all such cases the sequence of  
8 dismissal shall occur in accordance with this subsection (b);  
9 except that this subsection (b) shall not impair the operation  
10 of any affirmative action program in the school district,  
11 regardless of whether it exists by operation of law or is  
12 conducted on a voluntary basis by the board.

13 Each teacher must be categorized into one or more positions  
14 for which the teacher is qualified to hold, based upon legal  
15 qualifications and any other qualifications established in a  
16 district or joint agreement job description, on or before the  
17 May 10 prior to the school year during which the sequence of  
18 dismissal is determined. Within each position and subject to  
19 agreements made by the joint committee on honorable dismissals  
20 that are authorized by subsection (c) of this Section, the  
21 school district or joint agreement must establish 4 groupings  
22 of teachers or, on or after September 1, 2019, 3 groupings of  
23 teachers qualified to hold the position as follows:

24 (1) Grouping one shall consist of each teacher who is  
25 not in contractual continued service and who (i) has not  
26 received a performance evaluation rating, (ii) is employed

1 for one school term or less to replace a teacher on leave,  
2 or (iii) is employed on a part-time basis. "Part-time  
3 basis" for the purposes of this subsection (b) means a  
4 teacher who is employed to teach less than a full-day,  
5 teacher workload or less than 5 days of the normal student  
6 attendance week, unless otherwise provided for in a  
7 collective bargaining agreement between the district and  
8 the exclusive representative of the district's teachers.  
9 For the purposes of this Section, a teacher (A) who is  
10 employed as a full-time teacher but who actually teaches or  
11 is otherwise present and participating in the district's  
12 educational program for less than a school term or (B) who,  
13 in the immediately previous school term, was employed on a  
14 full-time basis and actually taught or was otherwise  
15 present and participated in the district's educational  
16 program for 120 days or more is not considered employed on  
17 a part-time basis.

18 (2) Grouping 2 shall consist of each teacher with a  
19 Needs Improvement or Unsatisfactory performance evaluation  
20 rating on either of the teacher's last 2 performance  
21 evaluation ratings. On and after September 1, 2019,  
22 grouping 2 shall consist of each teacher with an  
23 "ineffective" performance evaluation rating on the  
24 teacher's most recent performance evaluation rating.

25 (3) Grouping 3 shall consist of each teacher with a  
26 performance evaluation rating of at least Satisfactory or

1 Proficient on both of the teacher's last 2 performance  
2 evaluation ratings, if 2 ratings are available, or on the  
3 teacher's last performance evaluation rating, if only one  
4 rating is available, unless the teacher qualifies for  
5 placement into grouping 4. On and after September 1, 2019,  
6 grouping 3 shall consist of each teacher with a performance  
7 evaluation rating of "effective" on the teacher's last  
8 performance evaluation rating, provided that the teacher  
9 did not have an "ineffective" performance evaluation  
10 rating on the most recent performance evaluation rating.

11 (4) Grouping 4 shall consist of each teacher whose last  
12 2 performance evaluation ratings are Excellent and each  
13 teacher with 2 Excellent performance evaluation ratings  
14 out of the teacher's last 3 performance evaluation ratings  
15 with a third rating of Satisfactory or Proficient.  
16 Beginning on September 1, 2019, there is no grouping 4.

17 Among teachers qualified to hold a position, teachers must  
18 be dismissed in the order of their groupings, with teachers in  
19 grouping one dismissed first and teachers in grouping 4  
20 dismissed last. On and after September 1, 2019, teachers in  
21 grouping one shall be dismissed first, teachers in grouping 2  
22 dismissed second, and teachers in grouping 3 dismissed last.

23 Prior to September 1, 2019, within ~~Within~~ grouping one, the  
24 sequence of dismissal must be at the discretion of the school  
25 district or joint agreement. Within grouping 2, the sequence of  
26 dismissal must be based upon average performance evaluation

1 ratings, with the teacher or teachers with the lowest average  
2 performance evaluation rating dismissed first. A teacher's  
3 average performance evaluation rating must be calculated using  
4 the average of the teacher's last 2 performance evaluation  
5 ratings, if 2 ratings are available, or the teacher's last  
6 performance evaluation rating, if only one rating is available,  
7 using the following numerical values: 4 for Excellent; 3 for  
8 Proficient or Satisfactory; 2 for Needs Improvement; and 1 for  
9 Unsatisfactory. As between or among teachers in grouping 2 with  
10 the same average performance evaluation rating and within each  
11 of groupings 3 and 4, the teacher or teachers with the shorter  
12 length of continuing service with the school district or joint  
13 agreement must be dismissed first unless an alternative method  
14 of determining the sequence of dismissal is established in a  
15 collective bargaining agreement or contract between the board  
16 and a professional faculty members' organization. On and after  
17 September 1, 2019, the sequence of dismissal shall be as  
18 follows: Within grouping one, the sequence of dismissal must be  
19 at the discretion of the school district or joint agreement. As  
20 between or among teachers in groupings 2 and 3, the teacher or  
21 teachers with the shorter length of continuing service with the  
22 school district or joint agreement must be dismissed first  
23 unless an alternative method of determining the sequence of  
24 dismissal is established in a collective bargaining agreement  
25 or contract between the board and a professional faculty  
26 members' organization.



1           Each board, including the governing board of a joint  
2 agreement, shall, in consultation with any exclusive employee  
3 representatives, each year establish a sequence of honorable  
4 dismissal list categorized by positions and the groupings  
5 defined in this subsection (b). Copies of the list showing each  
6 teacher by name and categorized by positions and the groupings  
7 defined in this subsection (b) must be distributed to the  
8 exclusive bargaining representative at least 75 days before the  
9 end of the school term, provided that the school district or  
10 joint agreement may, with notice to any exclusive employee  
11 representatives, move teachers from grouping one into another  
12 grouping during the period of time from 75 days until 45 days  
13 before the end of the school term. Each year, each board shall  
14 also establish, in consultation with any exclusive employee  
15 representatives, a list showing the length of continuing  
16 service of each teacher who is qualified to hold any such  
17 positions, unless an alternative method of determining a  
18 sequence of dismissal is established as provided for in this  
19 Section, in which case a list must be made in accordance with  
20 the alternative method. Copies of the list must be distributed  
21 to the exclusive employee representative at least 75 days  
22 before the end of the school term.

23           Any teacher dismissed as a result of such decrease or  
24 discontinuance must be paid all earned compensation on or  
25 before the third business day following the last day of pupil  
26 attendance in the regular school term.

1       Prior to September 1, 2019, if ~~if~~ the board or joint  
2 agreement has any vacancies for the following school term or  
3 within one calendar year from the beginning of the following  
4 school term, the positions thereby becoming available must be  
5 tendered to the teachers so removed or dismissed who were in  
6 groupings 3 or 4 of the sequence of dismissal and are qualified  
7 to hold the positions, based upon legal qualifications and any  
8 other qualifications established in a district or joint  
9 agreement job description, on or before the May 10 prior to the  
10 date of the positions becoming available, provided that if the  
11 number of honorable dismissal notices based on economic  
12 necessity exceeds 15% of the number of full-time equivalent  
13 positions filled by certified employees (excluding principals  
14 and administrative personnel) during the preceding school  
15 year, then the recall period is for the following school term  
16 or within 2 calendar years from the beginning of the following  
17 school term. If the board or joint agreement has any vacancies  
18 within the period from the beginning of the following school  
19 term through February 1 of the following school term (unless a  
20 date later than February 1, but no later than 6 months from the  
21 beginning of the following school term, is established in a  
22 collective bargaining agreement), the positions thereby  
23 becoming available must be tendered to the teachers so removed  
24 or dismissed who were in grouping 2 of the sequence of  
25 dismissal due to one "needs improvement" rating on either of  
26 the teacher's last 2 performance evaluation ratings, provided

1 that, if 2 ratings are available, the other performance  
2 evaluation rating used for grouping purposes is  
3 "satisfactory", "proficient", or "excellent", and are  
4 qualified to hold the positions, based upon legal  
5 qualifications and any other qualifications established in a  
6 district or joint agreement job description, on or before the  
7 May 10 prior to the date of the positions becoming available.  
8 On and after the effective date of this amendatory Act of the  
9 98th General Assembly, the preceding sentence shall apply to  
10 teachers removed or dismissed by honorable dismissal, even if  
11 notice of honorable dismissal occurred during the 2013-2014  
12 school year. Among teachers eligible for recall pursuant to the  
13 preceding sentence, the order of recall must be in inverse  
14 order of dismissal, unless an alternative order of recall is  
15 established in a collective bargaining agreement or contract  
16 between the board and a professional faculty members'  
17 organization. Whenever the number of honorable dismissal  
18 notices based upon economic necessity exceeds 5 notices or 150%  
19 of the average number of teachers honorably dismissed in the  
20 preceding 3 years, whichever is more, then the school board or  
21 governing board of a joint agreement, as applicable, shall also  
22 hold a public hearing on the question of the dismissals.  
23 Following the hearing and board review, the action to approve  
24 any such reduction shall require a majority vote of the board  
25 members. Beginning on September 1, 2019, if the board or joint  
26 agreement has any vacancies for the following school term or

1 within one calendar year from the beginning of the following  
2 school term, the positions thereby becoming available must be  
3 tendered to the teachers so removed or dismissed who were in  
4 groupings 2 or 3 of the sequence of dismissal and are qualified  
5 to hold the positions, based upon legal qualifications and any  
6 other qualifications established in a district or joint  
7 agreement job description, on or before the May 10 prior to the  
8 date of the positions becoming available, provided that if the  
9 number of honorable dismissal notices based on economic  
10 necessity exceeds 15% of the number of full-time equivalent  
11 positions filled by licensed employees (excluding principals  
12 and administrative personnel) during the preceding school  
13 year, then the recall period is for the following school term  
14 or within 2 calendar years from the beginning of the following  
15 school term. Among teachers eligible for recall pursuant to the  
16 preceding sentence, the order of recall must be in inverse  
17 order of dismissal, unless an alternative order of recall is  
18 established in a collective bargaining agreement or contract  
19 between the board and a professional faculty members'  
20 organization.

21 For purposes of this subsection (b), subject to agreement  
22 on an alternative definition reached by the joint committee  
23 described in subsection (c) of this Section, a teacher's  
24 performance evaluation rating means the overall performance  
25 evaluation rating resulting from an annual or biennial  
26 performance evaluation conducted pursuant to Article 24A of

1 this Code by the school district or joint agreement determining  
2 the sequence of dismissal, not including any performance  
3 evaluation conducted during or at the end of a remediation  
4 period. No more than one evaluation rating each school term  
5 shall be one of the evaluation ratings used for the purpose of  
6 determining the sequence of dismissal. Except as otherwise  
7 provided in this subsection for any performance evaluations  
8 conducted during or at the end of a remediation period, if  
9 multiple performance evaluations are conducted in a school  
10 term, only the rating from the last evaluation conducted prior  
11 to establishing the sequence of honorable dismissal list in  
12 such school term shall be the one evaluation rating from that  
13 school term used for the purpose of determining the sequence of  
14 dismissal. Averaging ratings from multiple evaluations is not  
15 permitted unless otherwise agreed to in a collective bargaining  
16 agreement or contract between the board and a professional  
17 faculty members' organization. The preceding 3 sentences are  
18 not a legislative declaration that existing law does or does  
19 not already require that only one performance evaluation each  
20 school term shall be used for the purpose of determining the  
21 sequence of dismissal. For performance evaluation ratings  
22 determined prior to September 1, 2012, any school district or  
23 joint agreement with a performance evaluation rating system  
24 that does not use either of the rating category systems  
25 specified in subsection (d) of Section 24A-5 of this Code for  
26 all teachers must establish a basis for assigning each teacher

1 a rating that complies with subsection (d) of Section 24A-5 of  
2 this Code for all of the performance evaluation ratings that  
3 are to be used to determine the sequence of dismissal. A  
4 teacher's grouping and ranking on a sequence of honorable  
5 dismissal shall be deemed a part of the teacher's performance  
6 evaluation, and that information shall be disclosed to the  
7 exclusive bargaining representative as part of a sequence of  
8 honorable dismissal list, notwithstanding any laws prohibiting  
9 disclosure of such information. A performance evaluation  
10 rating may be used to determine the sequence of dismissal,  
11 notwithstanding the pendency of any grievance resolution or  
12 arbitration procedures relating to the performance evaluation.  
13 If a teacher has received at least one performance evaluation  
14 rating conducted by the school district or joint agreement  
15 determining the sequence of dismissal and a subsequent  
16 performance evaluation is not conducted in any school year in  
17 which such evaluation is required to be conducted under Section  
18 24A-5 of this Code, the teacher's performance evaluation rating  
19 for that school year for purposes of determining the sequence  
20 of dismissal is deemed Proficient or, on or after September 1,  
21 2019, effective. If a performance evaluation rating is  
22 nullified as the result of an arbitration, administrative  
23 agency, or court determination, then the school district or  
24 joint agreement is deemed to have conducted a performance  
25 evaluation for that school year, but the performance evaluation  
26 rating may not be used in determining the sequence of

1 dismissal.

2 Nothing in this subsection (b) shall be construed as  
3 limiting the right of a school board or governing board of a  
4 joint agreement to dismiss a teacher not in contractual  
5 continued service in accordance with Section 24-11 of this  
6 Code.

7 Any provisions regarding the sequence of honorable  
8 dismissals and recall of honorably dismissed teachers in a  
9 collective bargaining agreement entered into on or before  
10 January 1, 2011 and in effect on the effective date of this  
11 amendatory Act of the 97th General Assembly that may conflict  
12 with this amendatory Act of the 97th General Assembly shall  
13 remain in effect through the expiration of such agreement or  
14 June 30, 2013, whichever is earlier.

15 (c) Each school district and special education joint  
16 agreement must use a joint committee composed of equal  
17 representation selected by the school board and its teachers  
18 or, if applicable, the exclusive bargaining representative of  
19 its teachers, to address the matters described in paragraphs  
20 (1) through (5) of this subsection (c) pertaining to honorable  
21 dismissals under subsection (b) of this Section.

22 (1) Prior to September 1, 2019, the ~~The~~ joint committee  
23 must consider and may agree to criteria for excluding from  
24 grouping 2 and placing into grouping 3 a teacher whose last  
25 2 performance evaluations include a Needs Improvement and  
26 either a Proficient or Excellent.

1           (2) Prior to September 1, 2019, the ~~The~~ joint committee  
2 must consider and may agree to an alternative definition  
3 for grouping 4, which definition must take into account  
4 prior performance evaluation ratings and may take into  
5 account other factors that relate to the school district's  
6 or program's educational objectives. An alternative  
7 definition for grouping 4 may not permit the inclusion of a  
8 teacher in the grouping with a Needs Improvement or  
9 Unsatisfactory performance evaluation rating on either of  
10 the teacher's last 2 performance evaluation ratings.

11           (3) The joint committee may agree to including within  
12 the definition of a performance evaluation rating a  
13 performance evaluation rating administered by a school  
14 district or joint agreement other than the school district  
15 or joint agreement determining the sequence of dismissal.

16           (4) For each school district or joint agreement that  
17 administers performance evaluation ratings that are  
18 inconsistent with either of the rating category systems  
19 specified in subsection (d) of Section 24A-5 of this Code,  
20 the school district or joint agreement must consult with  
21 the joint committee on the basis for assigning a rating  
22 that complies with subsection (d) of Section 24A-5 of this  
23 Code to each performance evaluation rating that will be  
24 used in a sequence of dismissal.

25           (5) Upon request by a joint committee member submitted  
26 to the employing board by no later than 10 days after the



1 distribution of the sequence of honorable dismissal list, a  
2 representative of the employing board shall, within 5 days  
3 after the request, provide to members of the joint  
4 committee a list showing the most recent and prior  
5 performance evaluation ratings of each teacher identified  
6 only by length of continuing service in the district or  
7 joint agreement and not by name. If, after review of this  
8 list, a member of the joint committee has a good faith  
9 belief that a disproportionate number of teachers with  
10 greater length of continuing service with the district or  
11 joint agreement have received a recent performance  
12 evaluation rating lower than the prior rating, the member  
13 may request that the joint committee review the list to  
14 assess whether such a trend may exist. Following the joint  
15 committee's review, but by no later than the end of the  
16 applicable school term, the joint committee or any member  
17 or members of the joint committee may submit a report of  
18 the review to the employing board and exclusive bargaining  
19 representative, if any. Nothing in this paragraph (5) shall  
20 impact the order of honorable dismissal or a school  
21 district's or joint agreement's authority to carry out a  
22 dismissal in accordance with subsection (b) of this  
23 Section.

24 Agreement by the joint committee as to a matter requires  
25 the majority vote of all committee members, and if the joint  
26 committee does not reach agreement on a matter, then the

1 otherwise applicable requirements of subsection (b) of this  
2 Section shall apply. Except as explicitly set forth in this  
3 subsection (c), a joint committee has no authority to agree to  
4 any further modifications to the requirements for honorable  
5 dismissals set forth in subsection (b) of this Section. The  
6 joint committee must be established, and the first meeting of  
7 the joint committee each school year must occur on or before  
8 December 1.

9 The joint committee must reach agreement on a matter on or  
10 before February 1 of a school year in order for the agreement  
11 of the joint committee to apply to the sequence of dismissal  
12 determined during that school year. Subject to the February 1  
13 deadline for agreements, the agreement of a joint committee on  
14 a matter shall apply to the sequence of dismissal until the  
15 agreement is amended or terminated by the joint committee.

16 The Open Meetings Act does not apply to a joint committee  
17 as provided in Section 18 of the Illinois Educational Labor  
18 Relations Act.

19 (d) Notwithstanding anything to the contrary in this  
20 subsection (d), the requirements and dismissal procedures of  
21 Section 24-16.5 of this Code shall apply to any dismissal  
22 sought under Section 24-16.5 of this Code.

23 (1) If a dismissal of a teacher in contractual  
24 continued service is sought for any reason or cause other  
25 than an honorable dismissal under subsections (a) or (b) of  
26 this Section or a dismissal sought under Section 24-16.5 of

1       this Code, including those under Section 10-22.4, the board  
2       must first approve a motion containing specific charges by  
3       a majority vote of all its members. Written notice of such  
4       charges, including a bill of particulars and the teacher's  
5       right to request a hearing, must be mailed to the teacher  
6       and also given to the teacher either by certified mail,  
7       return receipt requested, or personal delivery with  
8       receipt within 5 days of the adoption of the motion. Any  
9       written notice sent on or after July 1, 2012 shall inform  
10      the teacher of the right to request a hearing before a  
11      mutually selected hearing officer, with the cost of the  
12      hearing officer split equally between the teacher and the  
13      board, or a hearing before a board-selected hearing  
14      officer, with the cost of the hearing officer paid by the  
15      board.

16       Before setting a hearing on charges stemming from  
17      causes that are considered remediable, a board must give  
18      the teacher reasonable warning in writing, stating  
19      specifically the causes that, if not removed, may result in  
20      charges; however, no such written warning is required if  
21      the causes have been the subject of a remediation plan  
22      pursuant to Article 24A of this Code.

23       If, in the opinion of the board, the interests of the  
24      school require it, the board may suspend the teacher  
25      without pay, pending the hearing, but if the board's  
26      dismissal or removal is not sustained, the teacher shall

1 not suffer the loss of any salary or benefits by reason of  
2 the suspension.

3 (2) No hearing upon the charges is required unless the  
4 teacher within 17 days after receiving notice requests in  
5 writing of the board that a hearing be scheduled before a  
6 mutually selected hearing officer or a hearing officer  
7 selected by the board. The secretary of the school board  
8 shall forward a copy of the notice to the State Board of  
9 Education.

10 (3) Within 5 business days after receiving a notice of  
11 hearing in which either notice to the teacher was sent  
12 before July 1, 2012 or, if the notice was sent on or after  
13 July 1, 2012, the teacher has requested a hearing before a  
14 mutually selected hearing officer, the State Board of  
15 Education shall provide a list of 5 prospective, impartial  
16 hearing officers from the master list of qualified,  
17 impartial hearing officers maintained by the State Board of  
18 Education. Each person on the master list must (i) be  
19 accredited by a national arbitration organization and have  
20 had a minimum of 5 years of experience directly related to  
21 labor and employment relations matters between employers  
22 and employees or their exclusive bargaining  
23 representatives and (ii) beginning September 1, 2012, have  
24 participated in training provided or approved by the State  
25 Board of Education for teacher dismissal hearing officers  
26 so that he or she is familiar with issues generally

1 involved in evaluative and non-evaluative dismissals.

2 If notice to the teacher was sent before July 1, 2012  
3 or, if the notice was sent on or after July 1, 2012, the  
4 teacher has requested a hearing before a mutually selected  
5 hearing officer, the board and the teacher or their legal  
6 representatives within 3 business days shall alternately  
7 strike one name from the list provided by the State Board  
8 of Education until only one name remains. Unless waived by  
9 the teacher, the teacher shall have the right to proceed  
10 first with the striking. Within 3 business days of receipt  
11 of the list provided by the State Board of Education, the  
12 board and the teacher or their legal representatives shall  
13 each have the right to reject all prospective hearing  
14 officers named on the list and notify the State Board of  
15 Education of such rejection. Within 3 business days after  
16 receiving this notification, the State Board of Education  
17 shall appoint a qualified person from the master list who  
18 did not appear on the list sent to the parties to serve as  
19 the hearing officer, unless the parties notify it that they  
20 have chosen to alternatively select a hearing officer under  
21 paragraph (4) of this subsection (d).

22 If the teacher has requested a hearing before a hearing  
23 officer selected by the board, the board shall select one  
24 name from the master list of qualified impartial hearing  
25 officers maintained by the State Board of Education within  
26 3 business days after receipt and shall notify the State

1 Board of Education of its selection.

2 A hearing officer mutually selected by the parties,  
3 selected by the board, or selected through an alternative  
4 selection process under paragraph (4) of this subsection  
5 (d) (A) must not be a resident of the school district, (B)  
6 must be available to commence the hearing within 75 days  
7 and conclude the hearing within 120 days after being  
8 selected as the hearing officer, and (C) must issue a  
9 decision as to whether the teacher must be dismissed and  
10 give a copy of that decision to both the teacher and the  
11 board within 30 days from the conclusion of the hearing or  
12 closure of the record, whichever is later.

13 (4) In the alternative to selecting a hearing officer  
14 from the list received from the State Board of Education or  
15 accepting the appointment of a hearing officer by the State  
16 Board of Education or if the State Board of Education  
17 cannot provide a list or appoint a hearing officer that  
18 meets the foregoing requirements, the board and the teacher  
19 or their legal representatives may mutually agree to select  
20 an impartial hearing officer who is not on the master list  
21 either by direct appointment by the parties or by using  
22 procedures for the appointment of an arbitrator  
23 established by the Federal Mediation and Conciliation  
24 Service or the American Arbitration Association. The  
25 parties shall notify the State Board of Education of their  
26 intent to select a hearing officer using an alternative

1 procedure within 3 business days of receipt of a list of  
2 prospective hearing officers provided by the State Board of  
3 Education, notice of appointment of a hearing officer by  
4 the State Board of Education, or receipt of notice from the  
5 State Board of Education that it cannot provide a list that  
6 meets the foregoing requirements, whichever is later.

7 (5) If the notice of dismissal was sent to the teacher  
8 before July 1, 2012, the fees and costs for the hearing  
9 officer must be paid by the State Board of Education. If  
10 the notice of dismissal was sent to the teacher on or after  
11 July 1, 2012, the hearing officer's fees and costs must be  
12 paid as follows in this paragraph (5). The fees and  
13 permissible costs for the hearing officer must be  
14 determined by the State Board of Education. If the board  
15 and the teacher or their legal representatives mutually  
16 agree to select an impartial hearing officer who is not on  
17 a list received from the State Board of Education, they may  
18 agree to supplement the fees determined by the State Board  
19 to the hearing officer, at a rate consistent with the  
20 hearing officer's published professional fees. If the  
21 hearing officer is mutually selected by the parties, then  
22 the board and the teacher or their legal representatives  
23 shall each pay 50% of the fees and costs and any  
24 supplemental allowance to which they agree. If the hearing  
25 officer is selected by the board, then the board shall pay  
26 100% of the hearing officer's fees and costs. The fees and

1 costs must be paid to the hearing officer within 14 days  
2 after the board and the teacher or their legal  
3 representatives receive the hearing officer's decision set  
4 forth in paragraph (7) of this subsection (d).

5 (6) The teacher is required to answer the bill of  
6 particulars and aver affirmative matters in his or her  
7 defense, and the time for initially doing so and the time  
8 for updating such answer and defenses after pre-hearing  
9 discovery must be set by the hearing officer. The State  
10 Board of Education shall promulgate rules so that each  
11 party has a fair opportunity to present its case and to  
12 ensure that the dismissal process proceeds in a fair and  
13 expeditious manner. These rules shall address, without  
14 limitation, discovery and hearing scheduling conferences;  
15 the teacher's initial answer and affirmative defenses to  
16 the bill of particulars and the updating of that  
17 information after pre-hearing discovery; provision for  
18 written interrogatories and requests for production of  
19 documents; the requirement that each party initially  
20 disclose to the other party and then update the disclosure  
21 no later than 10 calendar days prior to the commencement of  
22 the hearing, the names and addresses of persons who may be  
23 called as witnesses at the hearing, a summary of the facts  
24 or opinions each witness will testify to, and all other  
25 documents and materials, including information maintained  
26 electronically, relevant to its own as well as the other



1 party's case (the hearing officer may exclude witnesses and  
2 exhibits not identified and shared, except those offered in  
3 rebuttal for which the party could not reasonably have  
4 anticipated prior to the hearing); pre-hearing discovery  
5 and preparation, including provision for written  
6 interrogatories and requests for production of documents,  
7 provided that discovery depositions are prohibited; the  
8 conduct of the hearing; the right of each party to be  
9 represented by counsel, the offer of evidence and witnesses  
10 and the cross-examination of witnesses; the authority of  
11 the hearing officer to issue subpoenas and subpoenas duces  
12 tecum, provided that the hearing officer may limit the  
13 number of witnesses to be subpoenaed on behalf of each  
14 party to no more than 7; the length of post-hearing briefs;  
15 and the form, length, and content of hearing officers'  
16 decisions. The hearing officer shall hold a hearing and  
17 render a final decision for dismissal pursuant to Article  
18 24A of this Code or shall report to the school board  
19 findings of fact and a recommendation as to whether or not  
20 the teacher must be dismissed for conduct. The hearing  
21 officer shall commence the hearing within 75 days and  
22 conclude the hearing within 120 days after being selected  
23 as the hearing officer, provided that the hearing officer  
24 may modify these timelines upon the showing of good cause  
25 or mutual agreement of the parties. Good cause for the  
26 purpose of this subsection (d) shall mean the illness or

1 otherwise unavoidable emergency of the teacher, district  
2 representative, their legal representatives, the hearing  
3 officer, or an essential witness as indicated in each  
4 party's pre-hearing submission. In a dismissal hearing  
5 pursuant to Article 24A of this Code, the hearing officer  
6 shall consider and give weight to all of the teacher's  
7 evaluations written pursuant to Article 24A that are  
8 relevant to the issues in the hearing.

9 Each party shall have no more than 3 days to present  
10 its case, unless extended by the hearing officer to enable  
11 a party to present adequate evidence and testimony,  
12 including due to the other party's cross-examination of the  
13 party's witnesses, for good cause or by mutual agreement of  
14 the parties. The State Board of Education shall define in  
15 rules the meaning of "day" for such purposes. All testimony  
16 at the hearing shall be taken under oath administered by  
17 the hearing officer. The hearing officer shall cause a  
18 record of the proceedings to be kept and shall employ a  
19 competent reporter to take stenographic or stenotype notes  
20 of all the testimony. The costs of the reporter's  
21 attendance and services at the hearing shall be paid by the  
22 party or parties who are responsible for paying the fees  
23 and costs of the hearing officer. Either party desiring a  
24 transcript of the hearing shall pay for the cost thereof.  
25 Any post-hearing briefs must be submitted by the parties by  
26 no later than 21 days after a party's receipt of the

1 transcript of the hearing, unless extended by the hearing  
2 officer for good cause or by mutual agreement of the  
3 parties.

4 (7) The hearing officer shall, within 30 days from the  
5 conclusion of the hearing or closure of the record,  
6 whichever is later, make a decision as to whether or not  
7 the teacher shall be dismissed pursuant to Article 24A of  
8 this Code or report to the school board findings of fact  
9 and a recommendation as to whether or not the teacher shall  
10 be dismissed for cause and shall give a copy of the  
11 decision or findings of fact and recommendation to both the  
12 teacher and the school board. If a hearing officer fails  
13 without good cause, specifically provided in writing to  
14 both parties and the State Board of Education, to render a  
15 decision or findings of fact and recommendation within 30  
16 days after the hearing is concluded or the record is  
17 closed, whichever is later, the parties may mutually agree  
18 to select a hearing officer pursuant to the alternative  
19 procedure, as provided in this Section, to rehear the  
20 charges heard by the hearing officer who failed to render a  
21 decision or findings of fact and recommendation or to  
22 review the record and render a decision. If any hearing  
23 officer fails without good cause, specifically provided in  
24 writing to both parties and the State Board of Education,  
25 to render a decision or findings of fact and recommendation  
26 within 30 days after the hearing is concluded or the record

1 is closed, whichever is later, the hearing officer shall be  
2 removed from the master list of hearing officers maintained  
3 by the State Board of Education for not more than 24  
4 months. The parties and the State Board of Education may  
5 also take such other actions as it deems appropriate,  
6 including recovering, reducing, or withholding any fees  
7 paid or to be paid to the hearing officer. If any hearing  
8 officer repeats such failure, he or she must be permanently  
9 removed from the master list maintained by the State Board  
10 of Education and may not be selected by parties through the  
11 alternative selection process under this paragraph (7) or  
12 paragraph (4) of this subsection (d). The board shall not  
13 lose jurisdiction to discharge a teacher if the hearing  
14 officer fails to render a decision or findings of fact and  
15 recommendation within the time specified in this Section.  
16 If the decision of the hearing officer for dismissal  
17 pursuant to Article 24A of this Code or of the school board  
18 for dismissal for cause is in favor of the teacher, then  
19 the hearing officer or school board shall order  
20 reinstatement to the same or substantially equivalent  
21 position and shall determine the amount for which the  
22 school board is liable, including, but not limited to, loss  
23 of income and benefits.

24 (8) The school board, within 45 days after receipt of  
25 the hearing officer's findings of fact and recommendation  
26 as to whether (i) the conduct at issue occurred, (ii) the

1           conduct that did occur was remediable, and (iii) the  
2           proposed dismissal should be sustained, shall issue a  
3           written order as to whether the teacher must be retained or  
4           dismissed for cause from its employ. The school board's  
5           written order shall incorporate the hearing officer's  
6           findings of fact, except that the school board may modify  
7           or supplement the findings of fact if, in its opinion, the  
8           findings of fact are against the manifest weight of the  
9           evidence.

10           If the school board dismisses the teacher  
11           notwithstanding the hearing officer's findings of fact and  
12           recommendation, the school board shall make a conclusion in  
13           its written order, giving its reasons therefor, and such  
14           conclusion and reasons must be included in its written  
15           order. The failure of the school board to strictly adhere  
16           to the timelines contained in this Section shall not render  
17           it without jurisdiction to dismiss the teacher. The school  
18           board shall not lose jurisdiction to discharge the teacher  
19           for cause if the hearing officer fails to render a  
20           recommendation within the time specified in this Section.  
21           The decision of the school board is final, unless reviewed  
22           as provided in paragraph (9) of this subsection (d).

23           If the school board retains the teacher, the school  
24           board shall enter a written order stating the amount of  
25           back pay and lost benefits, less mitigation, to be paid to  
26           the teacher, within 45 days after its retention order.

1           Should the teacher object to the amount of the back pay and  
2           lost benefits or amount mitigated, the teacher shall give  
3           written objections to the amount within 21 days. If the  
4           parties fail to reach resolution within 7 days, the dispute  
5           shall be referred to the hearing officer, who shall  
6           consider the school board's written order and teacher's  
7           written objection and determine the amount to which the  
8           school board is liable. The costs of the hearing officer's  
9           review and determination must be paid by the board.

10           (9) The decision of the hearing officer pursuant to  
11           Article 24A of this Code or of the school board's decision  
12           to dismiss for cause is final unless reviewed as provided  
13           in Section 24-16 of this Act. If the school board's  
14           decision to dismiss for cause is contrary to the hearing  
15           officer's recommendation, the court on review shall give  
16           consideration to the school board's decision and its  
17           supplemental findings of fact, if applicable, and the  
18           hearing officer's findings of fact and recommendation in  
19           making its decision. In the event such review is  
20           instituted, the school board shall be responsible for  
21           preparing and filing the record of proceedings, and such  
22           costs associated therewith must be divided equally between  
23           the parties.

24           (10) If a decision of the hearing officer for dismissal  
25           pursuant to Article 24A of this Code or of the school board  
26           for dismissal for cause is adjudicated upon review or

1 appeal in favor of the teacher, then the trial court shall  
2 order reinstatement and shall remand the matter to the  
3 school board with direction for entry of an order setting  
4 the amount of back pay, lost benefits, and costs, less  
5 mitigation. The teacher may challenge the school board's  
6 order setting the amount of back pay, lost benefits, and  
7 costs, less mitigation, through an expedited arbitration  
8 procedure, with the costs of the arbitrator borne by the  
9 school board.

10 Any teacher who is reinstated by any hearing or  
11 adjudication brought under this Section shall be assigned  
12 by the board to a position substantially similar to the one  
13 which that teacher held prior to that teacher's suspension  
14 or dismissal.

15 (11) Subject to any later effective date referenced in  
16 this Section for a specific aspect of the dismissal  
17 process, the changes made by Public Act 97-8 shall apply to  
18 dismissals instituted on or after September 1, 2011. Any  
19 dismissal instituted prior to September 1, 2011 must be  
20 carried out in accordance with the requirements of this  
21 Section prior to amendment by Public Act 97-8.

22 (e) Nothing contained in this amendatory Act of the 98th  
23 General Assembly repeals, supersedes, invalidates, or  
24 nullifies final decisions in lawsuits pending on the effective  
25 date of this amendatory Act of the 98th General Assembly in  
26 Illinois courts involving the interpretation of Public Act

1 97-8.

2 (Source: P.A. 98-513, eff. 1-1-14; 98-648, eff. 7-1-14; 99-78,  
3 eff. 7-20-15.)

4 (105 ILCS 5/24-16.5)

5 Sec. 24-16.5. Optional alternative evaluative dismissal  
6 process for PERA evaluations.

7 (a) As used in this Section:

8 "Applicable hearing requirements" means (i) for any school  
9 district having less than 500,000 inhabitants or a program of a  
10 special education joint agreement, those procedures and  
11 requirements relating to a teacher's request for a hearing,  
12 selection of a hearing officer, pre-hearing and hearing  
13 procedures, and post-hearing briefs set forth in paragraphs (1)  
14 through (6) of subsection (d) of Section 24-12 of this Code or  
15 (ii) for a school district having 500,000 inhabitants or more,  
16 those procedures and requirements relating to a teacher's  
17 request for a hearing, selection of a hearing officer,  
18 pre-hearing and hearing procedures, and post-hearing briefs  
19 set forth in paragraphs (1) through (5) of subsection (a) of  
20 Section 34-85 of this Code.

21 "Board" means, for a school district having less than  
22 500,000 inhabitants or a program of a special education joint  
23 agreement, the board of directors, board of education, or board  
24 of school inspectors, as the case may be. For a school district  
25 having 500,000 inhabitants or more, "board" means the Chicago



1 Board of Education.

2 "Evaluator" means an evaluator, as defined in Section  
3 24A-2.5 of this Code, who has successfully completed the  
4 pre-qualification program described in subsection (b) of  
5 Section 24A-3 of this Code.

6 "PERA-trained board member" means a member of a board that  
7 has completed a training program on PERA evaluations either  
8 administered or approved by the State Board of Education.

9 "PERA evaluation" means a performance evaluation of a  
10 teacher after the implementation date of an evaluation system  
11 for teachers, as specified by Section 24A-2.5 of this Code,  
12 using a performance evaluation instrument and process that  
13 meets the minimum requirements for teacher evaluation  
14 instruments and processes set forth in rules adopted by the  
15 State Board of Education to implement Public Act 96-861.

16 "Remediation" means the remediation plan, mid-point and  
17 final evaluations, and related processes and requirements set  
18 forth in subdivisions (i), (j), and (k) of Section 24A-5 of  
19 this Code.

20 "School district" means a school district or a program of a  
21 special education joint agreement.

22 "Second evaluator" means an evaluator who either conducts  
23 the mid-point and final remediation evaluation or conducts an  
24 independent assessment of whether the teacher completed the  
25 remediation plan with a rating equal to or better than a  
26 "Proficient" rating or, on and after September 1, 2019, equal

1 to an "effective" rating, all in accordance with subdivision  
2 (c) of this Section.

3 "Student growth components" means the components of a  
4 performance evaluation plan described in subdivision (c) of  
5 Section 24A-5 of this Code, as may be supplemented by  
6 administrative rules adopted by the State Board of Education.

7 "Teacher practice components" means the components of a  
8 performance evaluation plan described in subdivisions (a) and  
9 (b) of Section 24A-5 of this Code, as may be supplemented by  
10 administrative rules adopted by the State Board of Education.

11 "Teacher representatives" means the exclusive bargaining  
12 representative of a school district's teachers or, if no  
13 exclusive bargaining representatives exists, a representative  
14 committee selected by teachers.

15 (b) This Section applies to all school districts, including  
16 those having 500,000 or more inhabitants. The optional  
17 dismissal process set forth in this Section is an alternative  
18 to those set forth in Sections 24-12 and 34-85 of this Code.  
19 Nothing in this Section is intended to change the existing  
20 practices or precedents under Section 24-12 or 34-85 of this  
21 Code, nor shall this Section be interpreted as implying  
22 standards and procedures that should or must be used as part of  
23 a remediation that precedes a dismissal sought under Section  
24 24-12 or 34-85 of this Code.

25 A board may dismiss a teacher who has entered upon  
26 contractual continued service under this Section if the

1 following are met:

2 (1) the cause of dismissal is that the teacher has  
3 failed to complete a remediation plan with a rating equal  
4 to or better than a "Proficient" or, on and after September  
5 1, 2019, "effective" rating;

6 (2) the "Unsatisfactory" or, on and after September 1,  
7 2019, "ineffective" performance evaluation rating that  
8 preceded remediation resulted from a PERA evaluation; and

9 (3) the school district has complied with subsection  
10 (c) of this Section.

11 A school district may not, through agreement with a teacher  
12 or its teacher representatives, waive its right to dismiss a  
13 teacher under this Section.

14 (c) Each school district electing to use the dismissal  
15 process set forth in this Section must comply with the  
16 pre-remediation and remediation activities and requirements  
17 set forth in this subsection (c).

18 (1) Before a school district's first remediation  
19 relating to a dismissal under this Section, the school  
20 district must create and establish a list of at least 2  
21 evaluators who will be available to serve as second  
22 evaluators under this Section. The school district shall  
23 provide its teacher representatives with an opportunity to  
24 submit additional names of teacher evaluators who will be  
25 available to serve as second evaluators and who will be  
26 added to the list created and established by the school

1 district, provided that, unless otherwise agreed to by the  
2 school district, the teacher representatives may not  
3 submit more teacher evaluators for inclusion on the list  
4 than the number of evaluators submitted by the school  
5 district. Each teacher evaluator must either have (i)  
6 National Board of Professional Teaching Standards  
7 certification, with no "Unsatisfactory" or "Needs  
8 Improvement" or, on and after September 1, 2019,  
9 "ineffective" performance evaluating ratings in his or her  
10 2 most recent performance evaluation ratings; or (ii)  
11 "Excellent" or, on and after September 1, 2019, "effective"  
12 performance evaluation ratings in 2 of his or her 3 most  
13 recent performance evaluations, with no "Needs  
14 Improvement" or "Unsatisfactory" or, on and after  
15 September 1, 2019, "ineffective" performance evaluation  
16 ratings in his or her last 3 ratings. If the teacher  
17 representatives do not submit a list of teacher evaluators  
18 within 21 days after the school district's request, the  
19 school district may proceed with a remediation using a list  
20 that includes only the school district's selections.  
21 Either the school district or the teacher representatives  
22 may revise or add to their selections for the list at any  
23 time with notice to the other party, subject to the  
24 limitations set forth in this paragraph (1).

25 (2) Before a school district's first remediation  
26 relating to a dismissal under this Section, the school

1 district shall, in good faith cooperation with its teacher  
2 representatives, establish a process for the selection of a  
3 second evaluator from the list created pursuant to  
4 paragraph (1) of this subsection (c). Such process may be  
5 amended at any time in good faith cooperation with the  
6 teacher representatives. If the teacher representatives  
7 are given an opportunity to cooperate with the school  
8 district and elect not to do so, the school district may,  
9 at its discretion, establish or amend the process for  
10 selection. Before the hearing officer and as part of any  
11 judicial review of a dismissal under this Section, a  
12 teacher may not challenge a remediation or dismissal on the  
13 grounds that the process used by the school district to  
14 select a second evaluator was not established in good faith  
15 cooperation with its teacher representatives.

16 (3) For each remediation preceding a dismissal under  
17 this Section, the school district shall select a second  
18 evaluator from the list of second evaluators created  
19 pursuant to paragraph (1) of this subsection (c), using the  
20 selection process established pursuant to paragraph (2) of  
21 this subsection (c). The selected second evaluator may not  
22 be the same individual who determined the teacher's  
23 "Unsatisfactory" or, on and after September 1, 2019,  
24 "ineffective" performance evaluation rating preceding  
25 remediation, and, if the second evaluator is an  
26 administrator, may not be a direct report to the individual

1 who determined the teacher's "Unsatisfactory" or, on and  
2 after September 1, 2019, "ineffective" performance  
3 evaluation rating preceding remediation. The school  
4 district's authority to select a second evaluator from the  
5 list of second evaluators must not be delegated or limited  
6 through any agreement with the teacher representatives,  
7 provided that nothing shall prohibit a school district and  
8 its teacher representatives from agreeing to a formal peer  
9 evaluation process as permitted under Article 24A of this  
10 Code that could be used to meet the requirements for the  
11 selection of second evaluators under this subsection (c).

12 (4) The second evaluator selected pursuant to  
13 paragraph (3) of this subsection (c) must either (i)  
14 conduct the mid-point and final evaluation during  
15 remediation or (ii) conduct an independent assessment of  
16 whether the teacher completed the remediation plan with a  
17 rating equal to or better than a "Proficient" or, on and  
18 after September 1, 2019, "effective" rating, which  
19 independent assessment shall include, but is not limited  
20 to, personal or video-recorded observations of the teacher  
21 that relate to the teacher practice components of the  
22 remediation plan. Nothing in this subsection (c) shall be  
23 construed to limit or preclude the participation of the  
24 evaluator who rated a teacher as "Unsatisfactory" or, on  
25 and after September 1, 2019, "ineffective" in remediation.

26 (d) To institute a dismissal proceeding under this Section,

1 the board must first provide written notice to the teacher  
2 within 30 days after the completion of the final remediation  
3 evaluation. The notice shall comply with the applicable hearing  
4 requirements and, in addition, must specify that dismissal is  
5 sought under this Section and include a copy of each  
6 performance evaluation relating to the scope of the hearing as  
7 described in this subsection (d).

8 The applicable hearing requirements shall apply to the  
9 teacher's request for a hearing, the selection and  
10 qualifications of the hearing officer, and pre-hearing and  
11 hearing procedures, except that all of the following must be  
12 met:

13 (1) The hearing officer must, in addition to meeting  
14 the qualifications set forth in the applicable hearing  
15 requirements, have successfully completed the  
16 pre-qualification program described in subsection (b) of  
17 Section 24A-3 of this Code, unless the State Board of  
18 Education waives this requirement to provide an adequate  
19 pool of hearing officers for consideration.

20 (2) The scope of the hearing must be limited as  
21 follows:

22 (A) The school district must demonstrate the  
23 following:

24 (i) that the "Unsatisfactory" or, on and after  
25 September 1, 2019, "ineffective" performance  
26 evaluation rating that preceded remediation

1 applied the teacher practice components and  
2 student growth components and determined an  
3 overall evaluation rating of "Unsatisfactory" or,  
4 on and after September 1, 2019, "ineffective" in  
5 accordance with the standards and requirements of  
6 the school district's evaluation plan;

7 (ii) that the remediation plan complied with  
8 the requirements of Section 24A-5 of this Code;

9 (iii) that the teacher failed to complete the  
10 remediation plan with a performance evaluation  
11 rating equal to or better than a "Proficient" or,  
12 on and after September 1, 2019, "effective"  
13 rating, based upon a final remediation evaluation  
14 meeting the applicable standards and requirements  
15 of the school district's evaluation plan; and

16 (iv) that if the second evaluator selected  
17 pursuant to paragraph (3) of subsection (c) of this  
18 Section does not conduct the mid-point and final  
19 evaluation and makes an independent assessment  
20 that the teacher completed the remediation plan  
21 with a rating equal to or better than a  
22 "Proficient" or, on and after September 1, 2019,  
23 "effective" rating, the school district must  
24 demonstrate that the final remediation evaluation  
25 is a more valid assessment of the teacher's  
26 performance than the assessment made by the second



1           evaluator.

2           (B) The teacher may only challenge the substantive  
3 and procedural aspects of (i) the "Unsatisfactory" or,  
4 on and after September 1, 2019, "ineffective"  
5 performance evaluation rating that led to the  
6 remediation, (ii) the remediation plan, and (iii) the  
7 final remediation evaluation. To the extent the  
8 teacher challenges procedural aspects, including any  
9 in applicable collective bargaining agreement  
10 provisions, of a relevant performance evaluation  
11 rating or the remediation plan, the teacher must  
12 demonstrate how an alleged procedural defect  
13 materially affected the teacher's ability to  
14 demonstrate a level of performance necessary to avoid  
15 remediation or dismissal or successfully complete the  
16 remediation plan. Without any such material effect, a  
17 procedural defect shall not impact the assessment by  
18 the hearing officer, board, or reviewing court of the  
19 validity of a performance evaluation or a remediation  
20 plan.

21           (C) The hearing officer shall only consider and  
22 give weight to performance evaluations relevant to the  
23 scope of the hearing as described in clauses (A) and  
24 (B) of this subdivision (2).

25           (3) Each party shall be given only 2 days to present  
26 evidence and testimony relating to the scope of the

1 hearing, unless a longer period is mutually agreed to by  
2 the parties or deemed necessary by the hearing officer to  
3 enable a party to present adequate evidence and testimony  
4 to address the scope of the hearing, including due to the  
5 other party's cross-examination of the party's witnesses.

6 (e) The provisions of Sections 24-12 and 34-85 pertaining  
7 to the decision or recommendation of the hearing officer do not  
8 apply to dismissal proceedings under this Section. For any  
9 dismissal proceedings under this Section, the hearing officer  
10 shall not issue a decision, and shall issue only findings of  
11 fact and a recommendation, including the reasons therefor, to  
12 the board to either retain or dismiss the teacher and shall  
13 give a copy of the report to both the teacher and the  
14 superintendent of the school district. The hearing officer's  
15 findings of fact and recommendation must be issued within 30  
16 days from the close of the record of the hearing.

17 The State Board of Education shall adopt rules regarding  
18 the length of the hearing officer's findings of fact and  
19 recommendation. If a hearing officer fails without good cause,  
20 specifically provided in writing to both parties and the State  
21 Board of Education, to render a recommendation within 30 days  
22 after the hearing is concluded or the record is closed,  
23 whichever is later, the parties may mutually agree to select a  
24 hearing officer pursuant to the alternative procedure, as  
25 provided in Section 24-12 or 34-85, to rehear the charges heard  
26 by the hearing officer who failed to render a recommendation or

1 to review the record and render a recommendation. If any  
2 hearing officer fails without good cause, specifically  
3 provided in writing to both parties and the State Board of  
4 Education, to render a recommendation within 30 days after the  
5 hearing is concluded or the record is closed, whichever is  
6 later, the hearing officer shall be removed from the master  
7 list of hearing officers maintained by the State Board of  
8 Education for not more than 24 months. The parties and the  
9 State Board of Education may also take such other actions as it  
10 deems appropriate, including recovering, reducing, or  
11 withholding any fees paid or to be paid to the hearing officer.  
12 If any hearing officer repeats such failure, he or she shall be  
13 permanently removed from the master list of hearing officers  
14 maintained by the State Board of Education.

15 (f) The board, within 45 days after receipt of the hearing  
16 officer's findings of fact and recommendation, shall decide,  
17 through adoption of a written order, whether the teacher must  
18 be dismissed from its employ or retained, provided that only  
19 PERA-trained board members may participate in the vote with  
20 respect to the decision.

21 If the board dismisses the teacher notwithstanding the  
22 hearing officer's recommendation of retention, the board shall  
23 make a conclusion, giving its reasons therefor, and such  
24 conclusion and reasons must be included in its written order.  
25 The failure of the board to strictly adhere to the timelines  
26 contained in this Section does not render it without

1 jurisdiction to dismiss the teacher. The board shall not lose  
2 jurisdiction to discharge the teacher if the hearing officer  
3 fails to render a recommendation within the time specified in  
4 this Section. The decision of the board is final, unless  
5 reviewed as provided in subsection (g) of this Section.

6 If the board retains the teacher, the board shall enter a  
7 written order stating the amount of back pay and lost benefits,  
8 less mitigation, to be paid to the teacher, within 45 days of  
9 its retention order.

10 (g) A teacher dismissed under this Section may apply for  
11 and obtain judicial review of a decision of the board in  
12 accordance with the provisions of the Administrative Review  
13 Law, except as follows:

14 (1) for a teacher dismissed by a school district having  
15 500,000 inhabitants or more, such judicial review must be  
16 taken directly to the appellate court of the judicial  
17 district in which the board maintains its primary  
18 administrative office, and any direct appeal to the  
19 appellate court must be filed within 35 days from the date  
20 that a copy of the decision sought to be reviewed was  
21 served upon the teacher;

22 (2) for a teacher dismissed by a school district having  
23 less than 500,000 inhabitants after the hearing officer  
24 recommended dismissal, such judicial review must be taken  
25 directly to the appellate court of the judicial district in  
26 which the board maintains its primary administrative

1 office, and any direct appeal to the appellate court must  
2 be filed within 35 days from the date that a copy of the  
3 decision sought to be reviewed was served upon the teacher;  
4 and

5 (3) for all school districts, if the hearing officer  
6 recommended dismissal, the decision of the board may be  
7 reversed only if it is found to be arbitrary, capricious,  
8 an abuse of discretion, or not in accordance with law.

9 In the event judicial review is instituted by a teacher,  
10 any costs of preparing and filing the record of proceedings  
11 must be paid by the teacher. If a decision of the board is  
12 adjudicated upon judicial review in favor of the teacher, then  
13 the court shall remand the matter to the board with direction  
14 for entry of an order setting the amount of back pay, lost  
15 benefits, and costs, less mitigation. The teacher may challenge  
16 the board's order setting the amount of back pay, lost  
17 benefits, and costs, less mitigation, through an expedited  
18 arbitration procedure with the costs of the arbitrator borne by  
19 the board.

20 (Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.)

21 (105 ILCS 5/24A-4) (from Ch. 122, par. 24A-4)

22 Sec. 24A-4. Development of evaluation plan.

23 (a) As used in this and the succeeding Sections, "teacher"  
24 means any and all school district employees regularly required  
25 to be certified under laws relating to the certification of

1 teachers. Each school district shall develop, in cooperation  
2 with its teachers or, where applicable, the exclusive  
3 bargaining representatives of its teachers, an evaluation plan  
4 for all teachers.

5 (b) By no later than the applicable implementation date,  
6 each school district may ~~shall~~, in good faith cooperation with  
7 its teachers or, where applicable, the exclusive bargaining  
8 representatives of its teachers, incorporate the use of data  
9 and indicators on student growth as a significant factor in  
10 rating teaching performance, into its evaluation plan for all  
11 teachers, both those teachers in contractual continued service  
12 and those teachers not in contractual continued service. The  
13 plan may ~~shall at least~~ meet the standards and requirements for  
14 student growth and teacher evaluation established under  
15 Section 24A-7, and specifically describe how student growth  
16 data and indicators will be used as part of the evaluation  
17 process, how this information will relate to evaluation  
18 standards, the assessments or other indicators of student  
19 performance that will be used in measuring student growth and  
20 the weight that each will have, the methodology that will be  
21 used to measure student growth, and the criteria other than  
22 student growth that will be used in evaluating the teacher and  
23 the weight that each will have.

24 To incorporate the use of data and indicators of student  
25 growth as a significant factor in rating teacher performance  
26 into the evaluation plan, the district shall use a joint

1 committee composed of equal representation selected by the  
2 district and its teachers or, where applicable, the exclusive  
3 bargaining representative of its teachers. If, within 180  
4 calendar days of the committee's first meeting, the committee  
5 does not reach agreement on the plan, then the district shall  
6 implement the model evaluation plan established under Section  
7 24A-7 with respect to the use of data and indicators on student  
8 growth as a significant factor in rating teacher performance.  
9 The Open Meetings Act does not apply to a joint Committee as  
10 provided in Section 18 of the Illinois Educational Labor  
11 Relations Act.

12 Nothing in this subsection (b) shall make decisions on the  
13 use of data and indicators on student growth as a significant  
14 factor in rating teaching performance mandatory subjects of  
15 bargaining under the Illinois Educational Labor Relations Act  
16 that are not currently mandatory subjects of bargaining under  
17 the Act.

18 (c) Notwithstanding anything to the contrary in subsection  
19 (b) of this Section, if the joint committee referred to in that  
20 subsection does not reach agreement on the plan within 90  
21 calendar days after the committee's first meeting, a school  
22 district having 500,000 or more inhabitants shall not be  
23 required to implement any aspect of the model evaluation plan  
24 and may implement its last best proposal.

25 (d) The use of data and indicators for student growth shall  
26 cease to be a requirement of teacher evaluations beginning no

1 later than the 2019-2020 school year or sooner if the school  
2 district and its teachers or, if applicable, the exclusive  
3 bargaining representative of its teachers agree. Continued use  
4 of student growth measures in the 2019-2020 school year and any  
5 subsequent school years must be agreed to by both the district  
6 and the teachers or, if applicable, the exclusive bargaining  
7 representative of its teachers. Beginning the first school year  
8 following the effective date of this amendatory Act of the  
9 100th General Assembly, the joint committee referred to in  
10 subsection (b) of this Section shall meet no less than one time  
11 annually to assess and review the effectiveness of the  
12 district's evaluation plan for the purposes of continuous  
13 improvement of instruction and evaluation practices. On or  
14 after September 1, 2019, this joint committee shall develop  
15 differentiated professional development opportunities based on  
16 the outcomes of the district's evaluation plan. Professional  
17 development opportunities shall take into account on-going  
18 professional responsibilities, including regular teaching  
19 assignments, and include supports and resources the district is  
20 to provide to strengthen the district's instructional program.  
21 Nothing in Section 24A-5 of this Code prevents the district and  
22 its teachers or, if applicable, the exclusive bargaining  
23 representative of its teachers from establishing additional  
24 rating categories for school district professional development  
25 purposes.

26 (Source: P.A. 95-510, eff. 8-28-07; 96-861, eff. 1-15-10;



1 96-1423, eff. 8-3-10.)

2 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

3 Sec. 24A-5. Content of evaluation plans. This Section does  
4 not apply to teachers assigned to schools identified in an  
5 agreement entered into between the board of a school district  
6 operating under Article 34 of this Code and the exclusive  
7 representative of the district's teachers in accordance with  
8 Section 34-85c of this Code.

9 Each school district to which this Article applies shall  
10 establish a teacher evaluation plan which ensures that each  
11 teacher in contractual continued service is evaluated at least  
12 once in the course of every 2 school years.

13 By no later than September 1, 2012, each school district  
14 shall establish a teacher evaluation plan that ensures that:

15 (1) each teacher not in contractual continued service  
16 is evaluated at least once every school year; and

17 (2) each teacher in contractual continued service is  
18 evaluated at least once in the course of every 2 school  
19 years. However, any teacher in contractual continued  
20 service whose performance is rated as ~~either "needs~~  
21 ~~improvement" or "unsatisfactory"~~ or, on or after September  
22 1, 2019, "ineffective" must be evaluated at least once in  
23 the school year following the receipt of such rating.

24 Notwithstanding anything to the contrary in this Section or  
25 any other Section of the School Code, a principal shall not be

1 prohibited from evaluating any teachers within a school during  
2 his or her first year as principal of such school. If a  
3 first-year principal exercises this option in a school district  
4 where the evaluation plan provides for a teacher in contractual  
5 continued service to be evaluated once in the course of every 2  
6 school years, then a new 2-year evaluation plan must be  
7 established.

8 The evaluation plan shall comply with the requirements of  
9 this Section and of any rules adopted by the State Board of  
10 Education pursuant to this Section.

11 The plan shall include a description of each teacher's  
12 duties and responsibilities and of the standards to which that  
13 teacher is expected to conform, and shall include at least the  
14 following components:

15 (a) personal observation of the teacher in the  
16 classroom by the evaluator, unless the teacher has no  
17 classroom duties.

18 (b) consideration of the teacher's attendance,  
19 planning, instructional methods, classroom management,  
20 where relevant, and competency in the subject matter  
21 taught.

22 (c) by no later than the applicable implementation  
23 date, consideration of student growth may be ~~as~~ a  
24 significant factor in the rating of the teacher's  
25 performance.

26 (d) prior to September 1, 2012, rating of the

1 performance of teachers in contractual continued service  
2 as either:

3 (i) "excellent", "satisfactory" or  
4 "unsatisfactory"; or

5 (ii) "excellent", "proficient", "needs  
6 improvement" or "unsatisfactory".

7 (e) on and after September 1, 2019 ~~2012~~, rating of the  
8 performance of all teachers as "excellent", "proficient",  
9 or "needs improvement" shall be considered "effective" and  
10 rating of the performance of all teachers as ~~or~~  
11 "unsatisfactory" shall be considered "ineffective".

12 (f) specification as to the teacher's strengths and  
13 weaknesses, with supporting reasons for the comments made.

14 (g) inclusion of a copy of the evaluation in the  
15 teacher's personnel file and provision of a copy to the  
16 teacher.

17 (h) prior to September 1, 2019, within 30 school days  
18 after the completion of an evaluation rating a teacher in  
19 contractual continued service as "needs improvement",  
20 development by the evaluator, in consultation with the  
21 teacher, and taking into account the teacher's on-going  
22 professional responsibilities including his or her regular  
23 teaching assignments, of a professional development plan  
24 directed to the areas that need improvement and any  
25 supports that the district will provide to address the  
26 areas identified as needing improvement.

1 (i) within 30 school days after completion of an  
2 evaluation rating a teacher in contractual continued  
3 service as "unsatisfactory" or, on or after September 1,  
4 2019, "ineffective", development and commencement by the  
5 district of a remediation plan designed to correct  
6 deficiencies cited, provided the deficiencies are deemed  
7 remediable. In all school districts the remediation plan  
8 for unsatisfactory, tenured teachers shall provide for 90  
9 school days of remediation within the classroom, unless an  
10 applicable collective bargaining agreement provides for a  
11 shorter duration. In all school districts evaluations  
12 issued pursuant to this Section shall be issued within 10  
13 days after the conclusion of the respective remediation  
14 plan. However, the school board or other governing  
15 authority of the district shall not lose jurisdiction to  
16 discharge a teacher in the event the evaluation is not  
17 issued within 10 days after the conclusion of the  
18 respective remediation plan.

19 (j) participation in the remediation plan by the  
20 teacher in contractual continued service rated  
21 "unsatisfactory" or, on or after September 1, 2019,  
22 "ineffective", an evaluator, and a consulting teacher  
23 selected by the evaluator of the teacher who was rated  
24 "unsatisfactory" or, on or after September 1, 2019,  
25 "ineffective". The criteria for a ~~which~~ consulting teacher  
26 shall include, but not be limited to, being ~~is~~ an

1 educational employee as defined in the Educational Labor  
2 Relations Act, having ~~has~~ at least 5 years' teaching  
3 experience, and a reasonable familiarity with the  
4 assignment of the teacher being evaluated, and having ~~who~~  
5 received an "excellent" rating or, on or after September 1,  
6 2019, an "effective" rating on his or her most recent  
7 evaluation. Where no teachers who meet these criteria are  
8 available within the district, the district shall request  
9 and the applicable regional office of education shall  
10 supply, to participate in the remediation process, an  
11 individual who meets these criteria.

12 In a district having a population of less than 500,000  
13 with an exclusive bargaining agent, the bargaining agent  
14 may, if it so chooses, supply a roster of qualified  
15 teachers from whom the consulting teacher is to be  
16 selected. That roster shall, however, contain the names of  
17 at least 5 teachers, each of whom meets the criteria for  
18 consulting teacher with regard to the teacher being  
19 evaluated, or the names of all teachers so qualified if  
20 that number is less than 5. The district, in consultation  
21 with the joint committee referred to in subsection (b) of  
22 Section 24A-4 of this Code, shall select the consulting  
23 teacher from this roster. In the event of a dispute as to  
24 qualification, the State Board shall determine  
25 qualification.

26 (k) a mid-point and final evaluation by an evaluator

1 during and at the end of the remediation period,  
2 immediately following receipt of a remediation plan  
3 provided for under subsections (i) and (j) of this Section.  
4 Each evaluation shall assess the teacher's performance  
5 during the time period since the prior evaluation; provided  
6 that the last evaluation shall also include an overall  
7 evaluation of the teacher's performance during the  
8 remediation period. A written copy of the evaluations and  
9 ratings, in which any deficiencies in performance and  
10 recommendations for correction are identified, shall be  
11 provided to and discussed with the teacher within 10 school  
12 days after the date of the evaluation, unless an applicable  
13 collective bargaining agreement provides to the contrary.  
14 These subsequent evaluations shall be conducted by an  
15 evaluator. The consulting teacher shall provide advice to  
16 the teacher rated "unsatisfactory" or, on or after  
17 September 1, 2019, "ineffective" on how to improve teaching  
18 skills and to successfully complete the remediation plan.  
19 The consulting teacher shall participate in developing the  
20 remediation plan, but the final decision as to the  
21 evaluation shall be done solely by the evaluator, unless an  
22 applicable collective bargaining agreement provides to the  
23 contrary. Evaluations at the conclusion of the remediation  
24 process shall be separate and distinct from the required  
25 annual evaluations of teachers and shall not be subject to  
26 the guidelines and procedures relating to those annual

1 evaluations. The evaluator may but is not required to use  
2 the forms provided for the annual evaluation of teachers in  
3 the district's evaluation plan.

4 (l) reinstatement to the evaluation schedule set forth  
5 in the district's evaluation plan for any teacher in  
6 contractual continued service who achieves a rating equal  
7 to or better than "satisfactory" or "proficient" in the  
8 school year following a rating of "needs improvement" or,  
9 on or after September 1, 2019, "effective" or  
10 "unsatisfactory" or, on or after September 1, 2019,  
11 "ineffective".

12 (m) dismissal in accordance with subsection (d) of  
13 Section 24-12 or Section 24-16.5 or 34-85 of this Code of  
14 any teacher who fails to complete any applicable  
15 remediation plan with a rating equal to or better than a  
16 "satisfactory" or "proficient" or, on or after September 1,  
17 2019, "effective" rating. Districts and teachers subject  
18 to dismissal hearings are precluded from compelling the  
19 testimony of consulting teachers at such hearings under  
20 subsection (d) of Section 24-12 or Section 24-16.5 or 34-85  
21 of this Code, either as to the rating process or for  
22 opinions of performances by teachers under remediation.

23 (n) After the implementation date of an evaluation  
24 system for teachers in a district as specified in Section  
25 24A-2.5 of this Code, if a teacher in contractual continued  
26 service successfully completes a remediation plan

1 following a rating of "unsatisfactory" or, on or after  
2 September 1, 2019, "ineffective" in an annual or biennial  
3 overall performance evaluation received after the  
4 foregoing implementation date and receives a subsequent  
5 rating of "unsatisfactory" or, on or after September 1,  
6 2019, "ineffective" in any of the teacher's annual or  
7 biennial overall performance evaluation ratings received  
8 during the 36-month period following the teacher's  
9 completion of the remediation plan, then the school  
10 district may forego remediation and seek dismissal in  
11 accordance with subsection (d) of Section 24-12 or Section  
12 34-85 of this Code.

13 Nothing in this Section or Section 24A-4 shall be construed  
14 as preventing immediate dismissal of a teacher for deficiencies  
15 which are deemed irremediable or for actions which are  
16 injurious to or endanger the health or person of students in  
17 the classroom or school, or preventing the dismissal or  
18 non-renewal of teachers not in contractual continued service  
19 for any reason not prohibited by applicable employment, labor,  
20 and civil rights laws. Failure to strictly comply with the time  
21 requirements contained in Section 24A-5 shall not invalidate  
22 the results of the remediation plan.

23 Nothing contained in this amendatory Act of the 98th  
24 General Assembly repeals, supersedes, invalidates, or  
25 nullifies final decisions in lawsuits pending on the effective  
26 date of this amendatory Act of the 98th General Assembly in



1 Illinois courts involving the interpretation of Public Act  
2 97-8.

3 (Source: P.A. 97-8, eff. 6-13-11; 98-470, eff. 8-16-13; 98-648,  
4 eff. 7-1-14.)

5 (105 ILCS 5/24A-5.5 new)

6 Sec. 24A-5.5. Local appeal process for ineffective  
7 ratings. Beginning with for the first school year following the  
8 effective date of this amendatory Act of the 100th General  
9 Assembly, each school district shall, in good faith cooperation  
10 with its teachers or, if applicable, through good faith  
11 bargaining with the exclusive bargaining representative of its  
12 teachers develop and implement an appeals process for  
13 "ineffective" ratings that includes, but is not limited to, an  
14 assessment of the original rating by a panel of qualified  
15 evaluators agreed to by the joint committee referred to in  
16 subsection (b) of Section 24A-4 of this Code and that has the  
17 power to reevaluate and re-rate a teacher who appeals. The  
18 joint committee shall determine the criteria for successful  
19 appeals.

20 (105 ILCS 5/24A-7) (from Ch. 122, par. 24A-7)

21 Sec. 24A-7. Rules. The State Board of Education is  
22 authorized to adopt such rules as are deemed necessary to  
23 implement and accomplish the purposes and provisions of this  
24 Article, including, but not limited to, rules (i) relating to

1 the methods for measuring student growth (including, but not  
2 limited to, limitations on the age of useable data; the amount  
3 of data needed to reliably and validly measure growth for the  
4 purpose of teacher and principal evaluations; and whether and  
5 at what time annual State assessments may be used as one of  
6 multiple measures of student growth), (ii) defining the term  
7 "significant factor" for purposes of including consideration  
8 of student growth in performance ratings, (iii) controlling for  
9 such factors as student characteristics (including, but not  
10 limited to, students receiving special education and English  
11 Language Learner services), student attendance, and student  
12 mobility so as to best measure the impact that a teacher,  
13 principal, school and school district has on students' academic  
14 achievement, (iv) establishing minimum requirements for  
15 district teacher and principal evaluation instruments and  
16 procedures, and (v) establishing a model evaluation plan for  
17 use by school districts ~~in which student growth shall comprise~~  
18 ~~50% of the performance rating. Notwithstanding any provision in~~  
19 ~~this Section, such rules shall not preclude a school district~~  
20 ~~having 500,000 or more inhabitants from using an annual State~~  
21 ~~assessment as the sole measure of student growth for purposes~~  
22 ~~of teacher or principal evaluations.~~

23 The State Superintendent of Education shall convene a  
24 Performance Evaluation Advisory Council, which shall be  
25 staffed by the State Board of Education. Members of the Council  
26 shall be selected by the State Superintendent and include,

1 without limitation, representatives of teacher unions and  
2 school district management, persons with expertise in  
3 performance evaluation processes and systems, as well as other  
4 stakeholders. The Council shall meet at least quarterly, and  
5 may also meet at the call of the chairperson of the Council,  
6 following the effective date of this amendatory Act of the  
7 100th General Assembly until June 30, 2021. The Council shall  
8 advise the State Board of Education on the ongoing  
9 implementation of performance evaluations in this State, which  
10 may include gathering public feedback, sharing best practices,  
11 consulting with the State Board on any proposed rule changes  
12 regarding evaluations, and other subjects as determined by the  
13 chairperson of the Council.

14 Prior to the applicable implementation date, these rules  
15 shall not apply to teachers assigned to schools identified in  
16 an agreement entered into between the board of a school  
17 district operating under Article 34 of this Code and the  
18 exclusive representative of the district's teachers in  
19 accordance with Section 34-85c of this Code.

20 (Source: P.A. 100-211, eff. 8-18-17.)

21 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

22 Sec. 34-84. Appointments and promotions of teachers.  
23 Appointments and promotions of teachers shall be made for merit  
24 only, and after satisfactory service for a probationary period  
25 of 3 years with respect to probationary employees employed as

1 full-time teachers in the public school system of the district  
2 before January 1, 1998 and 4 years with respect to probationary  
3 employees who are first employed as full-time teachers in the  
4 public school system of the district on or after January 1,  
5 1998, during which period the board may dismiss or discharge  
6 any such probationary employee upon the recommendation,  
7 accompanied by the written reasons therefor, of the general  
8 superintendent of schools and after which period appointments  
9 of teachers shall become permanent, subject to removal for  
10 cause in the manner provided by Section 34-85.

11 ~~For a probationary appointed teacher in full-time service~~  
12 ~~who is appointed on or after July 1, 2013 and who receives~~  
13 ~~ratings of "excellent" during his or her first 3 school terms~~  
14 ~~of full-time service, the probationary period shall be 3 school~~  
15 ~~terms of full-time service.~~ For a probationary-appointed  
16 teacher in full-time service who is appointed on or after July  
17 1, 2013 and who had previously entered into contractual  
18 continued service in another school district in this State or a  
19 program of a special education joint agreement in this State,  
20 as defined in Section 24-11 of this Code, the probationary  
21 period shall be 2 school terms of full-time service, provided  
22 that (i) the teacher voluntarily resigned or was honorably  
23 dismissed from the prior district or program within the 3-month  
24 period preceding his or her appointment date, (ii) the  
25 teacher's last 2 ratings in the prior district or program were  
26 at least "proficient" or, on or after September 1, 2019,

1 "effective" and were issued after the prior district's or  
2 program's PERA implementation date, as defined in Section 24-11  
3 of this Code, and (iii) the teacher receives ratings of  
4 "excellent" or, on or after September 1, 2019, "effective"  
5 during his or her first 2 school terms of full-time service.

6 For a probationary-appointed teacher in full-time service  
7 who is appointed on or after July 1, 2013 and who has not  
8 entered into contractual continued service after 2 or 3 school  
9 terms of full-time service as provided in this Section, the  
10 probationary period shall be 4 school terms of full-time  
11 service, provided that the teacher receives a rating of at  
12 least "proficient" or, on or after September 1, 2019,  
13 "effective" in the last school term and a rating of at least  
14 "proficient" or, on or after September 1, 2019, "effective" in  
15 either the second or third school term.

16 As used in this Section, "school term" means the school  
17 term established by the board pursuant to Section 10-19 of this  
18 Code, and "full-time service" means the teacher has actually  
19 worked at least 150 days during the school term. As used in  
20 this Article, "teachers" means and includes all members of the  
21 teaching force excluding the general superintendent and  
22 principals.

23 There shall be no reduction in teachers because of a  
24 decrease in student membership or a change in subject  
25 requirements within the attendance center organization after  
26 the 20th day following the first day of the school year, except

1 that: (1) this provision shall not apply to desegregation  
2 positions, special education positions, or any other positions  
3 funded by State or federal categorical funds, and (2) at  
4 attendance centers maintaining any of grades 9 through 12,  
5 there may be a second reduction in teachers on the first day of  
6 the second semester of the regular school term because of a  
7 decrease in student membership or a change in subject  
8 requirements within the attendance center organization.

9 The school principal shall make the decision in selecting  
10 teachers to fill new and vacant positions consistent with  
11 Section 34-8.1.

12 (Source: P.A. 97-8, eff. 6-13-11.)

13 (105 ILCS 5/34-85c)

14 Sec. 34-85c. Alternative procedures for teacher  
15 evaluation, remediation, and removal for cause after  
16 remediation.

17 (a) Notwithstanding any law to the contrary, the board and  
18 the exclusive representative of the district's teachers are  
19 hereby authorized to negotiate and enter into an agreement to  
20 establish alternative procedures for teacher evaluation,  
21 remediation, and removal for cause after remediation,  
22 including an alternative system for peer evaluation and  
23 recommendations; provided, however, that no later than  
24 September 1, 2012: (i) any alternative procedures must include  
25 provisions whereby student performance data is a significant

1 factor in teacher evaluation, except that, on and after  
2 September 1, 2019, such provisions may be included, and (ii)  
3 teachers are rated as "excellent", "proficient", "needs  
4 improvement" or "unsatisfactory" until September 1, 2019, at  
5 which time the ratings shall be "ineffective" and "effective".

6 Pursuant exclusively to that agreement, teachers assigned to  
7 schools identified in that agreement shall be subject to an  
8 alternative performance evaluation plan and remediation  
9 procedures in lieu of the plan and procedures set forth in  
10 Article 24A of this Code, other than subsection (d) of Section  
11 24A-4, and alternative removal for cause standards and  
12 procedures in lieu of the removal standards and procedures set  
13 forth in Section 34-85 of this Code. To the extent that the  
14 agreement provides a teacher with an opportunity for a hearing  
15 on removal for cause before an independent hearing officer in  
16 accordance with Section 34-85 or otherwise, the hearing officer  
17 shall be governed by the alternative performance evaluation  
18 plan, remediation procedures, and removal standards and  
19 procedures set forth in the agreement in making findings of  
20 fact and a recommendation.

21 (b) The board and the exclusive representative of the  
22 district's teachers shall submit a certified copy of an  
23 agreement as provided under subsection (a) of this Section to  
24 the State Board of Education.

25 (Source: P.A. 96-861, eff. 1-15-10; 97-8, eff. 6-13-11.)

1 Section 10. The Illinois Educational Labor Relations Act is  
2 amended by changing Section 18 as follows:

3 (115 ILCS 5/18) (from Ch. 48, par. 1718)

4 Sec. 18. Meetings. The provisions of the Open Meetings Act  
5 shall not apply to collective bargaining negotiations and  
6 grievance arbitrations conducted pursuant to this Act,  
7 including any joint committees formed under subsection (c) of  
8 Section 24-12 or subsection (b) of Section 24A-4 of the School  
9 Code.

10 (Source: P.A. 83-1014.)

11 Section 95. No acceleration or delay. Where this Act makes  
12 changes in a statute that is represented in this Act by text  
13 that is not yet or no longer in effect (for example, a Section  
14 represented by multiple versions), the use of that text does  
15 not accelerate or delay the taking effect of (i) the changes  
16 made by this Act or (ii) provisions derived from any other  
17 Public Act.



## 1 INDEX

## 2 Statutes amended in order of appearance

3	105 ILCS 5/2-3.25g	from Ch. 122, par. 2-3.25g
4	105 ILCS 5/10-17a	from Ch. 122, par. 10-17a
5	105 ILCS 5/21B-75	
6	105 ILCS 5/24-9.5 new	
7	105 ILCS 5/24-11	from Ch. 122, par. 24-11
8	105 ILCS 5/24-12	from Ch. 122, par. 24-12
9	105 ILCS 5/24-16.5	
10	105 ILCS 5/24A-4	from Ch. 122, par. 24A-4
11	105 ILCS 5/24A-5	from Ch. 122, par. 24A-5
12	105 ILCS 5/24A-5.5 new	
13	105 ILCS 5/24A-7	from Ch. 122, par. 24A-7
14	105 ILCS 5/34-84	from Ch. 122, par. 34-84
15	105 ILCS 5/34-85c	
16	115 ILCS 5/18	from Ch. 48, par. 1718